

PALM DESERT CITY COUNCIL MEETING AGENDA

Thursday, June 26, 2025

Closed Session 3:30 p.m.; Regular Session 4:00 p.m.

Council Chamber, City Hall

73-510 Fred Waring Drive

Palm Desert, California

This is a joint meeting of the Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority and the Palm Desert Board of Library Trustees. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person, and up to two Councilmembers may attend remotely.

WATCH THE MEETING LIVE: Watch the City Council meeting live at the City's website: www.palmdesert.gov under the "Council Agenda" link at the top of the homepage, or on the City's [YouTube Channel](#).

OPTIONS FOR PARTICIPATING IN THIS MEETING:

If unable to attend the meeting in person, you may choose from the following options:

OPTION 1: VIA EMAIL

Send your comments by email to: CityClerk@palmdesert.gov.

Emails received prior to 10:00 a.m. on the day of the City Council meeting will be made part of the record and distributed to the City Council. Emails will not be read aloud at the meeting.

OPTION 2: LIVE VIA ZOOM

1. Access via palmdesert.gov/zoom or zoom.us, click "Join Meeting" and enter Webinar ID 833 6744 9572.

OPTION 3: LIVE VIA TELEPHONE

1. (213) 338-8477 and enter Meeting ID 833 6744 9572 followed by #.
2. Indicate that you are a participant by pressing # to continue.
3. During the meeting, press *9 to add yourself to the queue and wait for the City Clerk to announce your name/phone number. Press *6 to unmute your line and limit your comments to three minutes.

1. **CALL TO ORDER - CLOSED SESSION - 3:30 P.M.**
2. **PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY**
This time has been set aside for members of the public to address the City Council on items contained only on the Closed Session Agenda within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of this agenda.
3. **RECESS TO CLOSED SESSION**
4. **CLOSED SESSION AGENDA**
The following items will be considered in closed session:
 - 4.a **Closed Session Meeting Minutes: June 12, 2025**
 - 4.b **Conference with Real Property Negotiations pursuant to Government Code Section 54956.8**
Property Description: 37023 Cook Street Suite 102
Agency: City of Palm Desert
City Negotiator: Chris Escobedo/Richard Cannone/Martin Alvarez
Negotiating Parties: California State University San Bernardino
Under Negotiation: Price and Terms
5. **ROLL CALL - REGULAR MEETING - 4:00 P.M.**
6. **PLEDGE OF ALLEGIANCE**
Councilmember Nestande
7. **INSPIRATION**
Mayor Pro Tem Trubee
8. **REPORT OF CLOSED SESSION**
City Attorney Shah
9. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
10. **CITY MANAGER COMMENTS**
 - 10.a **SHERIFF DEPARTMENT UPDATE**
 - 10.b **POINT-IN-TIME COUNT UPDATE**
11. **MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**
12. **NONAGENDA PUBLIC COMMENTS**
This time has been set aside for the public to address the City Council on issues that are not on the agenda for up to three minutes. Speakers may utilize one of the three options listed on the first page of the agenda. Because the Brown Act does not allow the City Council to act on items not listed on the agenda, members may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.

13. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the City Council for a separate discussion.

RECOMMENDATION:

To approve the consent calendar as presented.

- 13.a

APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES

RECOMMENDATION:
Approve the Minutes of June 12, 2025.

21
- 13.b

APPROVAL OF WARRANT REGISTERS

RECOMMENDATION:
Approve the warrant registers issued for the period 4/12/2025 to 6/12/2025.

37
- 13.c

MAY 2025 PROCUREMENT REPORT

RECOMMENDATION:
Receive and file the monthly Procurement Report for May 2025.

77
- 13.d

ADOPTION OF ORDINANCE 1429 ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178

RECOMMENDATION:
Adoption of Ordinance No. 1429 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178.”

81
- 13.e

APPROVAL OF A FIVE-YEAR FIRE SERVICES COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND EMERGENCY MEDICAL SERVICES

RECOMMENDATION:

1.

Approve the proposed Five-Year Cooperative Agreement with the Riverside County Fire Department, effective July 1, 2025, through June 30, 2030, for the continued provision of fire protection, rescue, In-house fire marshal, hazardous materials mitigation, and emergency medical services within the City of Palm Desert.

2.

Authorize the City Manager to execute the Cooperative Agreement and any future amendments that do not result in material changes to service levels or exceed adopted budget appropriations.

85

**13.f APPROVE CITY SPONSORSHIP AND OUTSIDE AGENCY FUNDING
FOR FISCAL YEAR 2025-26**

129

RECOMMENDATION:

1. Approve Community Sponsorship Awards in the amount of \$540,000 to the agencies listed herein with associated restrictions and conditions, including confirmation of events prior to distribution, if applicable.
2. Approve Outside Agency Funding Awards in the amount of \$1,790,135 to the agencies listed herein with associated restrictions and conditions, and all applicable program requirements.
3. Approve Five-Year Funding Agreement with the McCallum Theatre for \$300,000 per year, Not to Exceed \$1,500,000 for Palm Desert Program Funding Partnership.
4. Authorize the City Manager or his designee, to consider alternative requests during the year provided the request is consistent with the original request and unassigned budget.
5. Pending approval of the FY 2025-26 City of Palm Desert Annual Budget, authorize the City Manager to execute any documents necessary to effectuate the actions taken herewith.

**13.g APPROVE ANNUAL COMPUTER SOFTWARE AND HARDWARE
MAINTENANCE FOR THE LISTED VENDORS IN THE ESTIMATED
AMOUNT OF \$1,852,183 AND AUTHORIZE CITY MANAGER TO
EXECUTE RENEWAL AGREEMENTS**

153

RECOMMENDATION:

1. Approve Fiscal Year 2025-26 recurring annual computer software and hardware maintenance costs for the listed vendors in the estimated amount of \$1,852,183.
2. Authorize the City Manager to execute renewal agreements, change orders, amendments, and any document necessary to effectuate this action.

**13.h RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR THE
LAND AND WATER CONSERVATION FUND (LWCF) FOR THE NORTH
PALM DESERT COMMUNITY PARK PROJECT**

157

RECOMMENDATION:

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT."
2. Authorize the City Manager to execute documents related to the grant application, reporting, and payments.

13.i PURCHASE OF GRASS SEED FROM THE LOWEST RESPONSIBLE BIDDER FOR FISCAL YEAR 2025/26 (PROJECT NO. MLS00021) 161

RECOMMENDATION:

1. Authorize the City Manager to approve the purchase of 174,500 pounds of grass seed from the lowest responsible bidder, in an amount not to exceed \$300,000 for Fiscal Year 2025/26.
2. Pursuant to PDMC Section 3.30.160(I), make a finding that such purchase is in the best interest of the City.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents, changes, or amendments necessary to effectuate this action.

13.j AWARD ON-CALL CONTRACTS TO EIGHT VENDORS FOR FACILITIES REPAIRS AND IMPROVEMENTS (PROJECT NO. MFA00009) 165

RECOMMENDATION:

1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in an aggregate amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreements.
3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action.
4. Authorize National Community Renaissance of California, to enter into on-call contracts with the eight vendors for Facilities Repairs and Improvements, on behalf of the Palm Desert Housing Authority.
5. Authorize the City Manager/Executive Director to execute a Notice of Completion (NOC) and the City Clerk to file an NOC upon satisfactory completion of construction related tasks.

13.k RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026 441

RECOMMENDATION:

Adopt a Resolution entitled "RESOLUTION OF THE CITY OF PALM DESERT, CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026."

13.l RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026 451

RECOMMENDATION:
Adopt a resolution entitled “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026.”

13.m RESOLUTION APPROVING THE SUMMARY VACATION OF A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND 7 OF TRACT MAP 30438 459

RECOMMENDATION:
Adopt a Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE SUMMARY VACATION OF A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND LOT 7 OF TRACT MAP 30438.”

13.n RELEASE THE MAINTENANCE BOND FOR TRACT MAP 37506-1 PARKS A AND B, UNIVERSITY PARK 475

RECOMMENDATION:
Release the Maintenance Bond for Tract Map 37506-1 in the full amount of \$58,393.28.

13.o RELEASE THE FAITHFUL PERFORMANCE BOND, LABOR AND MATERIALS BOND FOR OFFSITE IMPROVEMENTS, PARTICULATE MATTER BOND, ACCEPT THE MAINTENANCE BOND, AUTHORIZE APPROPRIATION OF FUNDS FOR REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$593,000 487

- RECOMMENDATION:
- 1. Accept Public Improvements for the extension of Technology Drive and Zenith Drive.
 - 2. Release the following bonds for the extension of Technology Drive and Zenith Drive (PG22-0007):
 - 1. Faithful Performance Bond in the amount of \$1,137,582.
 - 2. Labor and Materials Bond in the amount of \$1,137,582.
 - 3. Release Particulate Matter (PM10) Bond for Rough Grading Permit (RG22-0008) in the amount of \$29,940 to Apogee Professional Services.
 - 4. Accept Maintenance Bond in the amount of \$113,758.20.
 - 5. Authorize an appropriation of \$293,000 from unobligated Capital Project Funds to Street Capital Improvement Account No. 4004311-432000.
 - 6. Authorize reimbursement to Palm Desert University Gateway, LLC in the amount not to exceed \$593,000 for street improvements adjacent to the city-owned parcel.

13.p RELEASE PARTICULATE MATTER (PM10) BONDS FOR COMPLETED PROJECTS

553

RECOMMENDATION:

Release the following PM 10 Bonds:

1. Starwood Vacation Ownership Inc in the amount of \$22,270
2. Villa Portofino phase 29 (PG21-0013) in the amount of \$1,420
3. Villa Portofino phase 32 (PG21-0015) in the amount of \$1,420
4. Chick-Fil-A (PG19-0029) in the amount of \$740
5. Hovley Gardens (PG21-0018) in the amount of \$3,980
6. Villa Portofino phase 25 (PG21-0011) in the amount of \$1,420
7. Villa Portofino phase 1 (PG21-0026) in the amount of \$2,560
8. Single Family Grading 143 Tepin Way (SFGR22-0005) in the amount of \$1,360
9. Mechanics Bank (PG22-0040) in the amount of \$820
10. Heartbeat at 22 (PG22-0037) in the amount of \$1,440
11. Carmax Auto Superstore (PG23-0010) in the amount of \$3,220
12. Palms to Pines Plaza West (PG23-0001) in the amount of \$460
13. Single Family Grading 49981 Canyon View Dr (SFGR23-0002) in the amount of \$980

14. ACTION CALENDAR

The public may comment on individual Action Items within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of the agenda.

**14.a ADOPT POLICIES FOR THE FLEET MANAGEMENT AND
REPLACEMENT SCHEDULE AND AUTHORIZE APPROPRIATION AND
THE PURCHASE OF SIX HYBRID VEHICLES**

555

RECOMMENDATION:

1. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY REGARDING FLEET MANAGEMENT."
2. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FLEET REPLACEMENT SCHEDULE."
3. Reject all bids received under OpenGov for Fleet Vehicles: Six 2025 Plug-In Hybrid 4-Door Vehicles.
4. Authorize the purchase of six 2025 Plug-In Hybrid 4-Door Vehicles through a Cooperative Purchasing Agreement from National Auto Fleet Group, from Watsonville, California, in the amount of \$236,350.44, plus \$10,000 in contingency for unforeseen items.
5. Appropriate \$500,000 from unobligated Equipment Replacement Fund Balance to Account No. 5304310-440300.
6. Appropriate \$2,681,980 from General Fund Balance Committed Equipment Replacement Reserve (\$2,967,611) allocation and transfer out/in to Equipment Replacement Fund Capital Auto/Fleet Vehicles Account No. 5304310-4403000.
7. Authorize the City Manager to reallocate equipment, timing, and annual estimated costs to achieve economies of scale and/or proactively purchase available inventory.
8. Authorize the City Attorney to make necessary non-monetary changes to the agreement(s)
9. Authorize the City Manager to execute the agreement(s) and any other documents necessary to effectuate this action.

- 14.b APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/26** 661
- RECOMMENDATION:
1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AND ADOPTING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."
 2. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S I PLAZA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."
- 14.c RESOLUTIONS TO APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/26** 695
- RECOMMENDATION:
1. Adopt a resolution entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026."
 2. Adopt a resolution entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026."
- 14.d INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS** 723
- RECOMMENDATION:
1. Introduce an ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS."
 2. Direct the City Clerk to immediately implement the policy that advisory body chairperson and vice chairperson positions shall rotate annually. No member may serve consecutive terms in the same officer position, in order to provide broader opportunities for members to serve in leadership roles.

14.e CLARIFICATION ON THE 2025 STRATEGIC PLAN PROJECT TIMELINE

727

RECOMMENDATION:

Provide direction to staff on whether to maintain the proposed 10-month Strategic Plan timeline or proceed with an 18-month project timeline, with plan adoption occurring after the November 2026 election.

15. PUBLIC HEARINGS

The public may comment on individual Public Hearing Items within the three-minute time limit. The applicant or appellant will be provided up to five minutes to make their presentation. Speakers may utilize one of the three options listed on the first page of this agenda.

15.a APPROVAL OF RESOLUTIONS RELATED TO THE ADOPTION OF THE FISCAL YEAR 2025-26 FINANCIAL PLAN AND CAPITAL IMPROVEMENT PROGRAM

729

RECOMMENDATION:

1. Conduct a Joint Public Hearing and accept public comment on the proposed Fiscal Year 2025-26 City and Housing Authority Financial Plan, including the Capital Improvement Program.
2. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025-26 THROUGH 2029-30."
3. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2025-26."
4. Adopt a Resolution entitled "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY OF PALM DESERT, CALIFORNIA, ADOPTING THE HOUSING AUTHORITY'S FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026."
5. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, RESCINDING AND REPLACING RESOLUTION NO. 2025 __, ADOPTING AUTHORIZED CLASSIFICATIONS, ALLOCATED POSITIONS, SALARY SCHEDULE, AND SALARY RANGES INCLUDED HEREIN AND ATTACHED AS "EXHIBIT A" EFFECTIVE JULY 1, 2025", setting the Fiscal Year 2025-26 Salary Schedules, Salary Ranges, and Allocated Classifications.
6. Approve Fiscal Year 2025-26 Out-of-State Travel List as listed in the attached memorandum.

- 15.b APPROVE THE ENGINEER’S REPORT, ORDER THE LEVY AND
COLLECTION OF ASSESSMENTS IN THE CITY OF PALM DESERT
BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-26** 791
- RECOMMENDATION:
Adopt a resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE
ENGINEER’S REPORT AND ORDERING THE LEVY AND COLLECTION
OF ASSESSMENTS WITHIN CITY OF PALM DESERT BENEFIT
ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-26,
PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT
ACT OF 1982.”
- 15.c APPROVE THE ENGINEER’S REPORT, AND THE LEVY AND
COLLECTION OF ANNUAL ASSESSMENTS WITHIN CONSOLIDATED
PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR
FISCAL YEAR 2025/26** 831
- RECOMMENDATION:
1. Adopt a resolution entitled “A RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA,
APPROVING THE ENGINEER’S REPORT FOR CONSOLIDATED
PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO.
1 FOR FISCAL YEAR 2025/2026.”
 2. Adopt a resolution entitled “A RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA,
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND
LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026.”

15.d APPROVE A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER AND CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A PROPERTY ON THE NORTHWEST CORNER OF FRED WARING AND FAIRHAVEN

915

RECOMMENDATION:

1. Hold a public hearing and introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR’S PARCEL NUMBER 640-040-016).”
2. Adopt a Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR’S PARCEL NUMBER 640-040-016).”

15.e INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS – CEQA DETERMINATION

939

RECOMMENDATION:

Introduce an ordinance entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKE A FINDING OF EXEMPTION UNDER CEQA.”

16. INFORMATION ITEMS

17. ADJOURNMENT

18. PUBLIC NOTICES

Agenda Related Materials: Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at www.palmdesert.gov by clicking "*Meeting Agendas*" at the top of the page.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

AFFIDAVIT OF POSTING

I, Michelle Nance, Acting Assistant City Clerk of the City of Palm Desert, do hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing agenda for the Palm Desert City Council, Successor Agency for the Palm Desert Redevelopment Agency, and Housing Authority, was posted on the City Hall bulletin board and City website www.palmdesert.gov no less than 72 hours prior to the meeting.

/S/ Michelle Nance
Acting Assistant City Clerk

RIVERSIDE COUNTY POINT-IN-TIME (PIT) COUNT 2025: UPDATE

Ivan Tenorio, Homeless and
Supportive Services Manager



PALM DESERT





What is the PIT Count?

Conducted Jan 22, 2025, across
Riverside County

Annual HUD-required count of
sheltered and unsheltered persons

Supports funding allocation, service
delivery, and coordinated action

County Wide Highlights 2025 PIT Count

Total Individuals Counted: 3,990

- Sheltered: 2,012 (+56.7%)
* 11% increase from 2024
- Unsheltered: 1,978 (-19%)

Unsheltered Decreases by Subpopulation

- Veterans: ↓ 36%
- Seniors 65+: ↓ 30%
- Families' w/ Children: ↓ 18%
- Youth (18–24): ↓ 66%

Top 3 Causes of Homelessness

- Family Disruption (20%)
- Lack of Income (19%)
- Unemployment (12%)

Countywide from 2023 to 2025, unsheltered homelessness decreased by 19%, while sheltered homelessness increased by 56.7%, resulting in an overall 7.1% increase in the total PIT count.

Coachella Valley Breakdown 2025

City	Unsheltered	Sheltered	Total	% Change
Indio	51	458	509	+19.2%
Palm Springs	88	74	162	-39.6%
Desert Hot Springs	81	35	116	-4.9%
Cathedral City	49	24	73	+62.2%
Coachella	72	9	81	+9.5%
Palm Desert	9	5	14	-64.0%
La Qunita	5	1	6	+50%
Rancho Mirage	0	0	0	-100%
Indian Wells	0	0	0	0%
Total	355	606	961	-2.1%

*Chart above is a comparison against the 2023 PIT Count totals (Coachella Valley)



Historical Data Palm Desert

PIT Count Trend

- 2022: 36 (all unsheltered)
- 2023: 39 (all unsheltered)
- 2024: No City-by-City Data
- 2025: 14 total (9 unsheltered, 5 sheltered)

Improvements

- 77% drop in unsheltered since 2023
- 64% overall decrease since 2023
- First-ever sheltered count in 2025

What's Working

- Daily outreach
- Strong coordination with City Net, Code enforcement, Sherriff's department, CVRM, and CVAG
- Permanently housed 29 individuals in 2024

THANK YOU



PALM DESERT



**Study Session of the Palm Desert City Council, Successor Agency to the Palm Desert
Redevelopment Agency, Housing Authority, and Board of Library Trustees**

Minutes

June 12, 2025, 2:15 p.m.

Present: Mayor Jan Harnik, Councilmember Gina Nestande*, Mayor Pro Tem Evan Trubee, Councilmember Karina Quintanilla, Councilmember Joe Pradetto

**Councilmember Nestande attended remotely in accordance with AB 2449.*

1. CALL TO ORDER - STUDY SESSION

A Study Session of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, June 12, 2025, at 2:15 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. STUDY SESSION TOPICS

2.a UPDATE ON THE DINING DECK PROGRAM

Interim Deputy Director of Development Services Flores and Business and Community Outreach Coordinator Mager narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Harnik, with support from the City Council, requested that staff evaluate the existing dining deck design guidelines to ensure consistency in both safety features and high-quality design standards.

2.b STRATEGY DISCUSSION - 2025 COMMERCIAL BROKERS' REPORT

Business and Community Outreach Coordinator Mager narrated a PowerPoint presentation and responded to City Council inquiries.

Councilmember Pradetto requested that staff conduct a zoning review to identify potential locations for industrial use that would support small entrepreneurial businesses.

Mayor Harnik requested that staff return to the City Council with data on the return on investment from the City's contract with the consultant, Retail Coach.

3. ADJOURNMENT

The City Council adjourned the Study Session at 2:53 p.m.

Respectfully submitted,

Michelle Nance
Acting Assistant City Clerk/Assistant Secretary

Anthony J. Mejia, MMC
City Clerk/Secretary

**Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment
Agency, Housing Authority, and Board of Library Trustees**
Regular Meeting Minutes

June 12, 2025, 3:30 p.m.

Present: Mayor Jan Harnik, Councilmember Gina Nestande*, Mayor Pro Tem Evan Trubee, Councilmember Karina Quintanilla, Councilmember Joe Pradetto

**Councilmember Nestande attended remotely in accordance with AB 2449.*

1. CALL TO ORDER - CLOSED SESSION - 3:30 P.M.

A Regular Meeting of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, June 12, 2025, at 3:30 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

3. RECESS TO CLOSED SESSION

Mayor Harnik adjourned to Closed Session at 3:32 p.m.

4. CLOSED SESSION AGENDA

4.a Closed Session Meeting Minutes: May 22, 2025

4.b Conference with Real Property Negotiations pursuant to Government Code Section 54956.8

Agency: Palm Desert Housing Authority

City Negotiator: Chris Escobedo/Richard Cannone/Veronica Chavez

Negotiating Parties: Linda Bui, U.S. Bankruptcy Trustee

Under Negotiation: Price and Terms

4.c Conference with Legal Counsel regarding Existing Litigation pursuant to Government Code Section 54956.9(d)1

Name of Case: In re Lucia Guadalupe Medrano, case number 6:24-bk-15571-RB

5. ROLL CALL - REGULAR MEETING - 4:00 P.M.

6. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Trubee led the Pledge of Allegiance.

7. INSPIRATION

Mayor Harnik provided words of inspiration.

8. REPORT OF CLOSED SESSION

City Attorney Shah stated that direction was given by the City Council; no reportable actions were taken.

9. AWARDS, PRESENTATIONS, AND APPOINTMENTS

None.

10. CITY MANAGER COMMENTS

10.a ANIMAL SERVICES UPDATE

City Manager Escobedo provided an update on the Riverside County Animal Services contract.

11. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION

Councilmembers provided updates on their attendance at various events.

Councilmember Pradetto, with the support of Mayor Harnik, directed staff to process a policy amendment to require that advisory bodies select a new chairperson and vice chairperson on an annual basis.

Mayor Harnik, with the support of Councilmember Nestande, requested that a subcommittee of Councilmember Pradetto and Mayor Pro Tem Trubee review design standards for dining decks.

Mayor Harnik, with the support of Councilmember Pradetto, requested a study of lighting standards and the use of neon lighting.

12. NON-AGENDA PUBLIC COMMENTS

John Sisley, representing Plumbers, Pipefitters, & Refrigeration Local Union No. 364, addressed the City Council regarding the benefits of Community Workforce Agreements and requested an opportunity to provide a future presentation for consideration in City projects.

13. CONSENT CALENDAR

To approve the consent calendar as presented, excluding items 13f, 13l, 13r, and 13v, which were removed for separate discussion. Details of those items are recorded beginning on page 8 of these minutes.

Councilmember Pradetto noted his recusal on Item 13t, noting a potential conflict of interest due to the proximity of the subject project to his property.

Motion by: Councilmember Nestande

Seconded by: Mayor Pro Tem Trubee

Motion Carried (5 to 0)

13.a APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES

Approve the Minutes of May 16, May 22, and May 23, 2025

Motion Carried (5 to 0)

13.b APPROVAL OF WARRANT REGISTERS

Approve the warrant registers issued for the period 5/15/2025 to 5/29/2025

Motion Carried (5 to 0)

13.c 2025 CITY COUNCIL REGULAR MEETING SCHEDULE

Approve the cancellation of the October 9, 2025, City Council meeting to allow for City Council participation in the League of California Cities Annual Conference.

Motion Carried (5 to 0)

13.d RATIFICATION OF LETTERS OF SUPPORT FOR SENATE BILL 1323 (SCHIFF/SHEEHY) – THE FIREWALL ACT

Ratify the issuance of letters of support for Senate Bill 1323, the Facilitating Increased Resilience, Environmental Weatherization, and Lowered Liability (FIREWALL) Act, submitted to Senator Alex Padilla and Senator Adam Schiff.

Motion Carried (5 to 0)

13.e RESOLUTION ADOPTING UPDATES TO THE CITY'S RECORDS MANAGEMENT POLICY AND RESCINDING RESOLUTION NO. 2022-71

Adopt Resolution 2025-034 entitled "A RESOLUTION OF THE CITY COUNCIL OF PALM DESERT, CALIFORNIA, ADOPTING UPDATES TO THE CITY'S RECORDS MANAGEMENT POLICY AND RESCINDING RESOLUTION NO. 2022-71."

(5 to 0)

13.g APPOINTMENTS TO THE CITY'S BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES ("APPOINTED BODIES")

Appoint/Reappoint the individuals, as outlined in the staff report, to serve on the City of Palm Desert's appointed bodies for the term of July 1, 2025, through June 30, 2029, except as noted.

Motion Carried (5 to 0)

13.h APPOINTMENTS TO THE JOSLYN COVE SENIOR CENTER BOARD AND PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION

1. Appoint Janet Davidson to the Joslyn Cove Senior Center Board for a term of July 1, 2025, through June 30, 2029.
2. Nominate Kevin Wiseman for reappointment to the Palm Springs International Airport Commission for a term of July 1, 2025, through June 30, 2028.

Motion Carried (5 to 0)

13.i CULTURAL ARTS COMMITTEE 2025-2026 WORK PLAN

Approve the Cultural Arts Committee's Fiscal Year 2025-2026 Work Plan.

Motion Carried (5 to 0)

13.j RESOLUTION APPROVING THE FISCAL YEAR 2025-26 PROJECT LIST TO BE FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

Adopt Resolution 2025-036 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING BEFORE THE CITY COUNCIL A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

Motion Carried (5 to 0)

13.k REJECT BIDS SUBMITTED FOR THE DESERT POINTE APARTMENT NUMBER 13 INTERIOR RENOVATION

1. Reject all bids submitted in response to a Formal Bid Request for the interior renovation of unit #13 at Desert Pointe Apartments.
2. Authorize Staff to solicit bids for these services and to include additional interior renovations needed throughout the Palm Desert Housing Authority properties.

Motion Carried (5 to 0)

13.m AWARD OF CONTRACT NO. C49360 TO FRED ROCK POOLS, INC., FOR POOL AND SPA MAINTENANCE AND ADDITIONAL WORK AT PALM DESERT HOUSING AUTHORITY PROPERTIES

1. Award a maintenance services agreement no. C49360 to Fred Rock Pools, Inc., (Fred Rock) for pool maintenance and repair at an annual cost of \$191,240, subject to CPI increases if budget allows, for a two-year term with three one-year extension options.
2. Authorize additional work for pool and spa repairs and emergency response in the amount not to exceed \$60,000 per fiscal year.
3. Authorize Special Counsel to make necessary nonmonetary changes to the agreement.
4. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

Motion Carried (5 to 0)

13.n AUTHORIZE THE USE OF QUILL, WAXIE, LOWE’S, HD SUPPLY, HOME DEPOT, AND SHERWIN WILLIAMS FOR OPERATIONAL SUPPLIES FOR THE PALM DESERT HOUSING AUTHORITY FOR FISCAL YEAR 2025-26

1. Authorize Quill, LLC, for recurring office supplies in an amount not to exceed \$17,000.
2. Authorize Brady Plus dba Waxie Sanitary Supply for recurring purchase of janitorial and sanitary supplies in an amount not to exceed \$17,000.
3. Authorize Lowe’s Home Centers, Inc., for recurring purchase of materials, supplies, and appliances in an amount not to exceed \$215,000.
4. Authorize Home Depot U.S.A., Inc., for recurring purchase of materials and supplies in an amount not to exceed \$55,000.
5. Authorize HD Supply Facilities Maintenance for recurring purchase of materials and supplies in an amount not to exceed \$230,000.
6. Authorize Sherwin Williams Company for recurring purchase of paint and supplies in an amount not to exceed \$45,000.
7. Authorize the disposal and recycling of inefficient, damaged, obsolete, and non-functioning appliances as appropriate in accordance with Environmental Protection Agency (“EPA”) standards and declare a surplus at the time of removal from the properties.

Motion Carried (5 to 0)

13.o APPROVE AMENDMENT NUMBER 1 TO HA48600 WITH MOHAWK COMMERCIAL FOR THE PROCUREMENT OF FLOOR COVERINGS AT PALM DESERT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$250,000 FOR FISCAL YEAR 2025-26.

1. Approve Amendment No. 1 to contract HA48600 with Mohawk Commercial, Inc. (“Mohawk”) for the procurement of floor coverings and installation at Palm Desert Housing Authority (“Authority”) properties in an amount not to exceed \$250,000 for Fiscal Year 2025/26.
2. Authorize Special Counsel to make necessary nonmonetary changes to the agreement.
3. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action in accordance with Section 3.30.170 of the PDMC.

Motion Carried (5 to 0)

13.p AWARD CONTRACT HA49370 TO TRI-STAR CONTRACTING II, INC., FOR DEMOLITION AND PARTIAL REMOVAL OF WATER FEATURE AT ONE QUAIL PLACE APARTMENTS, PROJECT NO. CHA00012

1. Award Contract No. HA49370 to Tri-Star Contracting II, Inc., for demolition and partial removal of water feature at One Quail Place Apartments, in an amount not to exceed \$128,362.
2. Authorize the Director of Finance to set aside a 20% contingency in the amount of \$25,672 for unforeseen circumstances.
3. Authorize Special Legal Counsel to make necessary non-monetary changes to the contract.
4. Authorize the Executive Director to approve and execute the contract, change orders up to contingency amount, amendments, and any other documents necessary to effectuate this action in accordance with Section 3.30.170(B) of the Palm Desert Municipal Code.
5. Authorize the Executive Director to execute the Notice of Completion and the City Clerk file the same upon satisfactory completion of the project.

Motion Carried (5 to 0)

13.q AWARD CONTRACT NO. HA49380 TO GARLAND/DBS, INC., FOR ROOF REPLACEMENTS AT LAS SERENAS, NEIGHBORS AND PUEBLOS, PROJECT NO. CHA00011

1. Award the construction contract no. HA49380 to Garland/DBS, Inc., for Roof Replacements at Las Serenas, Neighbors, and Pueblos (Project No. CHA00011) in an amount not to exceed \$4,594,147.
2. Authorize the Director of Finance to set aside contingency in the amount of \$459,415 for unforeseen conditions.
3. Authorize Director of Finance to appropriate \$369,415 from Housing Authority Reserve to Account No. 8714195-4331100.
4. Authorize the Chairperson and/or the Executive Director to execute the Agreement and written requests for change orders up to the contingency amount, amendments, and any documents necessary to effectuate the actions taken herewith.
5. Authorize the Chairperson and/or Executive Director to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.

Motion Carried (5 to 0)

13.s AWARD CONTRACT NO. C49400 TO HORIZON PROFESSIONAL LANDSCAPE, INC., OF COACHELLA, CA, FOR LANDSCAPE MAINTENANCE AREA NO. 7 AND ADDITIONAL WORK (PROJECT NO. MLS00013)

1. Award a Maintenance Services Agreement No. C49400 to Horizon Professional Landscape, Inc., Coachella, California, for Landscape Maintenance Area No. 7 at an annual amount of \$236,460, subject to CPI increases, for a three-year term with two one-year extensions.
2. Authorize additional work in an amount not to exceed \$60,000 per fiscal year.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute agreement, amendments, changes, and any documents necessary to effectuate this action.

Motion Carried (5 to 0)

13.t APPROVE CHANGE ORDER NO. 1 TO CONTRACT C47860 WITH ALL AMERICAN ASPHALT FOR THE HAYSTACK ROAD TRAFFIC CALMING AND SAFETY IMPROVEMENTS PROJECT, PROJECT NO. CST00006

1. Authorize an increase of \$22,973.56 to the contingency budget to account for unforeseen construction-related issues.
2. Approve Change Order No. 1 to Contract C47860 with All American Asphalt, of Corona, CA, in the amount of \$78,090.56 for the Haystack Road Traffic Calming and Safety Improvement Project (CST00006).

RECUSED (1): Councilmember Pradetto

Motion Carried (4 to 0)

13.u AWARD CONSTRUCTION CONTRACT TO AMERICAN CIVIL CONSTRUCTORS WEST COAST, LLC, PURSUANT TO THE FY 2024-25 BRIDGE PREVENTATIVE MAINTENANCE PROGRAM, PROJECT NO. MFA00007 – CEQA DETERMINATION

1. Make a finding that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) Guidelines, pursuant to Class 1, Section 15301 (Existing Facilities), and authorize the City Engineer to submit a Notice of Exemption.
2. Award contract no. C49410 to American Civil Constructors West Coast, LLC, of Benicia, CA, in the amount of \$737,000 for the Bridge Preventative Maintenance Program (BPMP), Project No. MFA00007.
3. Authorize the Director of Finance to set aside a 10% contingency in the amount of \$73,700.
4. Authorize the City Attorney to make necessary non-monetary changes to the agreement.

5. Authorize the City Manager to execute the agreement and any written requests for change orders up to the contingency amount, amendments, and any other documents necessary to effectuate this action, in accordance with Palm Desert Municipal Code Section 3.30.170(B).
6. Authorize the City Manager to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.
7. Authorize the City Manager to negotiate a Reimbursement Agreement with the City of Rancho Mirage.

Motion Carried (5 to 0)

13.f RESOLUTION TO ADOPT THE UPDATED RECORDS RETENTION SCHEDULES AND RESCINDING RESOLUTION NO. 2022-98

City Clerk Mejia provided a staff report. In response to City Council inquiries, Mr. Mejia recommended that the retention schedule be amended to retain the audio/video recordings of the Library Board of Trustees as permanent and to replace "Covid-19 Notifications to City Employees" as "Public Health Notifications to City Employees."

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

Adopt Resolution 2025-035 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE UPDATED RECORDS RETENTION SCHEDULES AND RESCINDING RESOLUTION NO. 2022-98," as amended.

Motion Carried (5 to 0)

13.I PURCHASE A NEW EMERGENCY PORTABLE GENERATOR FROM QUINN GROUP INC., DBA QUINN COMPANY, CONTRACT NO. C49350

Project Manager Swartz provided a staff report and responded to City Council inquiries.

Councilmember Quintanilla, with the support of Councilmember Pradetto, requested that staff reach out to housing authority property residents regarding the emergency generator program offered by Southern California Edison.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

1. Authorize the purchase of a new emergency portable generator Model XQ425/375KW from Quinn Group, Inc., DBA Quinn Company, in the amount of \$320,595 plus \$10,000 contingency for unforeseen costs.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.

3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action.

Motion Carried (5 to 0)

13.r AWARD CONTRACTS TO FIVE VENDORS FOR PARK AND TRAILHEAD ENGINEERING AND DESIGN SERVICES PROJECTS NO. CPK00004, CPK00005, CPK00006, CPK00008, CPK00009, MPK00001, MPK00008

Councilmember Pradetto announced his recusal and left the meeting room, citing a potential conflict of interest due to the proximity of a subject project to his property.

In response to City Council inquiries, Community Services Manager Muir advised that the request for a splash pad at Ironwood Park will be evaluated during the park improvement community outreach phases, but no determination has been made at this time.

Motion by: Councilmember Nestande

Seconded by: Mayor Pro Tem Trubee

1. Award Professional Services Agreement No. C49390A to Architerra Design Group for Park and Trailhead Engineering and Design services in the amount of \$119,299, plus \$11,930 contingency for unforeseen circumstances.
2. Award Professional Services Agreement No. C49390B to HAI, Hirsch & Associates, Inc. (Landscape Architects) for Park and Trailhead Engineering and Design services in the amount of \$125,140, plus \$12,514 contingency for unforeseen circumstances.
3. Award Professional Services Agreement No. C49390C to Hermann Design Group for Park and Trailhead Engineering and Design services in the amount of \$172,170, plus \$17,217 contingency for unforeseen circumstances.
4. Award Professional Services Agreement No. C49390D to In-Site Landscape Architects, Inc. for Park and Trailhead Engineering and Design services in the amount of \$400,051, plus \$40,006 contingency for unforeseen circumstances.
5. Award Professional Services Agreement No. C49390E to Interwest Consulting Group for Park and Trailhead Engineering and Design services in the amount of \$175,600, plus \$17,560 contingency for unforeseen circumstances.
6. Authorize the City Attorney to make necessary non-monetary changes to the agreements.
7. Authorize the City Manager to execute agreements, amendments, change orders, and any other documents necessary to effectuate this action.

RECUSED (1): Councilmember Pradetto

Motion Carried (4 to 0)

13.v APPROVE THE PURCHASE AND SALES AGREEMENT FOR AN 8.0 ACRE PORTION OF PARCEL KNOWN AS LOT E BETWEEN THE CITY OF PALM DESERT AND BLIEU COMPANIES, LLC

Economic Development Director Alvarez provided a staff report and responded to City Council inquiries.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

1. Approve the Purchase and Sales Agreement (PSA) between the City of Palm Desert and Blieu Companies LLC, for the sale of Lot E on the northeast corner of Desert Willow Drive.
2. Authorize the City Manager to execute all necessary documents to complete the transaction.

Motion Carried (5 to 0)

14. ACTION CALENDAR

14.a ADOPTION OF THE PALM DESERT VISION ZERO STRATEGY

Project Manager Gerry narrated a PowerPoint presentation and responded to City Council inquiries.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

Adopt Resolution 2025-037 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING A VISION ZERO STRATEGY TO ELIMINATE TRAFFIC DEATHS AND SERIOUS INJURIES IN PALM DESERT BY 2040."

Motion Carried (5 to 0)

14.b TERMINATE CONTRACT NO. C48070A WITH KYLE ABSOLOM AND RELEASE A REQUEST FOR QUALIFICATIONS FOR THE SAN PABLO PHASE 2 ROUNDABOUT SCULPTURE

Management Analyst Powell provided a staff report and responded to City Council inquiries.

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

1. Approve termination of Contract No. C48070A with Kyle Absolom for the San Pablo Phase 2 Roundabout Sculpture, *Dueling Palms*.
2. Approve release of a Request for Qualifications (RFQ) for the San Pablo Phase 2 Roundabout Sculpture.

Motion Carried (5 to 0)

14.c 2025 STRATEGIC PLANNING AND NATIONAL COMMUNITY SURVEY

City Clerk Mejia narrated a PowerPoint presentation and responded to City Council inquiries. During the course of the discussion, the City Council agreed that the project timeline should be postponed, allowing for the adoption of the Strategic Plan to occur after November 2026.

Motion by: Councilmember Pradetto

Seconded by: Mayor Pro Tem Trubee

1. Award a Professional Services Agreement to Berry, Dunn, McNeil & Parker, LLC, for Strategic Planning Services in the amount of \$128,900, plus \$12,890 in contingency. The City Council authorized staff to amend the contract term through June 30, 2027.
2. Authorize the City Manager to finalize negotiations with Polco to facilitate the conduct of the National Community Survey in the amount of \$25,000.
3. Authorize the City Attorney to make necessary nonmonetary changes to the agreements.
4. Authorize the City Manager to execute agreements, amendments, change orders, and any other documents necessary to effectuate this action.

Motion Carried (5 to 0)

15. PUBLIC HEARINGS

15.a RESOLUTION DESIGNATING 73411 WILLOW STREET AS A HISTORIC LANDMARK

Interim Deputy Director of Development Services Flores narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Harnik opened and closed the public hearing, there being no member of the public wishing to speak.

Motion by: Councilmember Pradetto

Seconded by: Mayor Pro Tem Trubee

Adopt Resolution 2025-038 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DESIGNATING AN EXISTING SINGLE-FAMILY HOUSE AT 73411 WILLOW STREET AS A HISTORIC LANDMARK PURSUANT TO CRITERIA C AND F IN PALM DESERT MUNICIPAL CODE SECTION 29.40.010 (ASSESSOR'S PARCEL NUMBERS 630-082-007)."

Motion Carried (5 to 0)

15.b INTRODUCTION OF AN ORDINANCE ADOPTING THE FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178

Public Safety Analyst Hurtado narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Harnik opened and closed the public hearing, there being no member of the public wishing to speak.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

1. Approve and adopt the updated Fire Hazard Severity Zone map released on March 24, 2025.
2. Introduce Ordinance 1429 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178."

Motion Carried (5 to 0)

15.c RESOLUTION ADOPTING THE REPORT PROPOSING TO HAVE SOLID WASTE SERVICE CHARGES COLLECTED ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2025-26

Management Analyst Moctezuma provided a staff report and responded to City Council inquiries.

Mayor Harnik opened and closed the public hearing, there being no member of the public wishing to speak.

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Adopt Resolution 2025-039 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE REPORT PROPOSING TO HAVE SOLID WASTE SERVICE CHARGES COLLECTED ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2025-26 AND DIRECTING THE CITY CLERK TO FILE SAID REPORT WITH THE RIVERSIDE COUNTY AUDITOR CONTROLLER TO PLACE SAID CHARGES ON THE TAX ROLL."

Motion Carried (5 to 0)

16. INFORMATION ITEMS

None.

17. ADJOURNMENT

The City Council adjourned at 5:36 p.m.

Respectfully submitted,

Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

City of Palm Desert
Check Register
4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	07783474	04/17/2025	BURRTEC	2524662	4351800	LIBRARY TRASH PICKUP SRV	555878-04/25	312.48

Audited and Found Correct

Signed by:

Veronica Chavez

BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

Jan Harnik

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Chris Escobedo

437BBF489E4E43B...

City Manager

Total For Bank ID - WR

312.48

City of Palm Desert

Check Register

4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104150	4362000	ICMA SRVSR PRACTICE 6TH ED	9530 04/14/2025	46.49
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104150	4362000	LOCC MUNI REVENUE HNDBK	9530 04/14/2025	70.00
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104150	4362000	WSJ NEWSPAPER 04/25	9530 04/14/2025	38.99
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104151	4302000	CA TAX BOARD TAXES PDRFC	9530 04/14/2025	22.15
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104151	4302000	CA TAX BOARD TAXES PDRFC	9530 04/14/2025	963.00
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104154	4219000	EMPLY ANNIVERSARY CARDS	9530 04/14/2025	155.30
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104154	4309501	F&B EMPL APPRECIATION	9530 04/14/2025	135.30
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104190	4212000	AV GEAR FOR ACR	9530 04/14/2025	322.98
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104211	4312500	F&B CPR/1ST AID TRAINING	9530 04/14/2025	49.54
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104300	4363000	NAFA MBR DUES DR & EF	9530 04/14/2025	1,046.00
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104430	4312000	ICSC AIR ALAWRENCE 5/16-20	9530 04/14/2025	356.96
WR	10758695	04/18/2025	US BANK P-CARD 9350	1104430	4312000	ICSS CONF REG ALAWRENCE 5/16	9530 04/14/2025	1,050.00
WR	10758695	04/18/2025	US BANK P-CARD 9350	2364195	4312000	SWANA CAR RENTAL LUISM INSURAN	9530 04/14/2025	60.00
WR	10758695	04/18/2025	US BANK P-CARD 9350	2364195	4312000	SWANA CAR RENTAL LUISMOCTE	9530 04/14/2025	220.09
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment- Qtr 4-2022	L1391308496	44.21
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment- Qtr 1-2023	L1391308496	235.74
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment- Qtr 1-2024	L1391308496	2,252.37
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment- Qtr 2-2024	L1391308496	2,965.21
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment- Qtr 3-2024	L1391308496	1,000.93
WR	36458178	04/18/2025	EMPLOYMENT DEVELOPMENT DEPT	1104191	4112600	Unemployment Interest	L1391308496	1.42

City of Palm Desert
Check Register
4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
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Audited and Found Correct		Examined and Approved		Examined and Approved		Total For Bank ID -	WR
<div><div>Signed by:</div><div>Veronica Chavez</div><div>BE46F4F325A44A2...</div></div>		<div><div>Signed by:</div><div>Jan Harnik</div><div>DC37D0D20CC44D4...</div></div>		<div><div>Signed by:</div><div>Chris Escobedo</div><div>437BBF489E4E43B...</div></div>			11,036.68
Director of Finance		Mayor or Mayor Pro-Tem		City Manager			

City of Palm Desert

Check Register

4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104110	4312500	Desert United KQ 4.30.25	9530 04/21/2025	40.00
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104150	4362000	USA Today Apr25	9530 04/21/2025	9.99
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104154	4312101	F&B Training 4/15	9530 04/21/2025	1,175.56
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104154	4312101	F&B Training 4/15-16	9530 04/21/2025	285.96
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104154	4312101	F&B Training 4/16	9530 04/21/2025	509.38
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104154	4312101	F&B Training 4/15	9530 04/21/2025	308.19
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104159	4365000	Verizon Toll Free Apr25	9530 04/21/2025	1.55
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104190	4362001	Mailchimp Marketing Apr25	9530 04/21/2025	300.00
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104430	4312000	Colibri Training Msalazar	9530 04/21/2025	119.40
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104430	4312000	Colibri Training Malvarez	9530 04/21/2025	119.40
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104470	4306300	ARC Meeting 4/08/25	9530 04/21/2025	158.73
WR	16098536	04/24/2025	US BANK P-CARD 9350	1104614	4390500	Arbor Day Shirts	9530 04/21/2025	562.40

Audited and Found Correct

Signed by:
Veronica Chavez
BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:
Jan Hannik
DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

City Manager

Total For Bank ID - WR

3,590.56

City of Palm Desert

Check Register

4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	16098536	04/30/2025	US BANK P-CARD 9350	1104110	4362000	REMARKABLE KQ APR25	9530 04/24/2025	2.99
WR	16098536	04/30/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN APR25	9530 04/24/2025	66.95
WR	31408487	04/30/2025	P E R S	1100000	2161100	PERS - 1105 04/30/2025	100000017852407	613.32
WR	31408487	04/30/2025	P E R S	1104150	4111500	Rounding - 1105 04/30/2025	100000017852407	0.01
WR	31408487	04/30/2025	P E R S	1104150	4111500	Adjustment - 1105 04/30/2025	100000017852407	2.00
WR	31411458	04/30/2025	P E R S	1104150	4111500	Rounding - 26565 04/30/2025	100000017852466	0.03
WR	31411458	04/30/2025	P E R S	1100000	2161100	PERS - 26565 04/30/2025	100000017852466	1,824.06
WR	52722022	04/30/2025	PUBLIC EMPLOYEES' RETIREMENT	1100000	2160800	Health Premium Emp 04/2025	100000017864687	235,083.72
WR	52722022	04/30/2025	PUBLIC EMPLOYEES' RETIREMENT	1100000	2160800	Health Premium CC 04/2025	100000017864687	4,666.14
WR	52722022	04/30/2025	PUBLIC EMPLOYEES' RETIREMENT	1100000	2160800	EMP ADJ 04/2025	100000017864687	8,114.48
WR	52722022	04/30/2025	PUBLIC EMPLOYEES' RETIREMENT	5764192	4119000	Health Premium Retiree 04/2025	100000017864687	16,096.24
WR	53676436	04/30/2025	I C M A RETIREMENT TRUST	1100000	2162600	Retire Hlth Sv-PayDay 04/11/25	6606136	233.76
WR	53676436	04/30/2025	I C M A RETIREMENT TRUST	6100000	1029200	Retire Hlth Sv-PayDay 04/11/25	6606136	233.76
WR	53676436	04/30/2025	I C M A RETIREMENT TRUST	6100000	2162200	Retire Hlth Sv-PayDay 04/11/25	6606136	-233.76
WR	54048908	04/30/2025	STATE OF CALIFORNIA	1100000	2160200	PIT W/H PD: 04/11/2025	8370978	88.98
WR	62794023	04/30/2025	TRANSAMERICA EMPLOYEE BENEFITS	1100000	2161600	Supplmental Ins 04-30-25	2505701043	707.50
WR	62794023	04/30/2025	TRANSAMERICA EMPLOYEE BENEFITS	1100000	2161600	Supplmental Ins 04-30-25	2505701043	300.14
WR	64400362	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160100	Federal W/H P/D 04/23/2025	70936800	59,243.93
WR	64400362	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160101	SocialSec W/H P/D 04/23/2025	70936800	1,488.04
WR	64400362	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160300	Medicare W/H P/D 04/23/2025	70936800	18,254.08
WR	65906368	04/30/2025	STERLING ADMINISTRATION	1100000	2161600	FSA HEALTH CARE 04/09/2025	855192	3,195.92
WR	65906368	04/30/2025	STERLING ADMINISTRATION	1100000	2161600	FSA DEPENDANT CARE 04/09/2025	855192	1,670.48
WR	67147710	04/30/2025	I C M A RETIREMENT TRUST	1100000	2162600	Retire Hlth Sv-PayDay 04/09/25	6404567	7,760.68
WR	67147710	04/30/2025	I C M A RETIREMENT TRUST	6100000	1029200	Retire Hlth Sv-PayDay 04/09/25	6404567	7,760.68
WR	67147710	04/30/2025	I C M A RETIREMENT TRUST	6100000	2162200	Retire Hlth Sv-PayDay 04/09/25	6404567	-7,760.68
WR	67243156	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160100	Federal W/H P/D 04/11/2025	73522694	670.95
WR	67243156	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160300	Medicare W/H P/D 04/11/2025	73522694	481.60

Report Date 04/30/2025

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City and Housing

City of Palm Desert

Check Register

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	68218067	04/30/2025	STERLING ADMINISTRATION	1100000	2161600	FSA HEALTH CARE 04/23/2025	856329	3,195.92
WR	68218067	04/30/2025	STERLING ADMINISTRATION	1100000	2161600	FSA DEPENDANT CARE 04/23/2025	856329	1,670.48
WR	68776015	04/30/2025	P E R S	1100000	2161100	PERS 1105 04/04/2025	100000017852367	55,134.93
WR	68776015	04/30/2025	P E R S	1104150	4111500	Rounding 1105 04/04/2025	100000017852367	0.25
WR	69217086	04/30/2025	Empower Retirement LLC	6100000	2162300	Deferred Comp PayDay 04/09/25	1285301990	-28,262.94
WR	69217086	04/30/2025	Empower Retirement LLC	1100000	2162300	Deferred Comp PayDay 04/09/25	1285301990	28,262.94
WR	69217086	04/30/2025	Empower Retirement LLC	6100000	1029300	Deferred Comp PayDay 04/09/25	1285301990	28,262.94
WR	69221553	04/30/2025	Empower Retirement LLC	6100000	2162201	401-A Retire PayDay: 04/09/25	1285305037	-16,286.88
WR	69221553	04/30/2025	Empower Retirement LLC	6100000	1029201	401-A Retire PayDay: 04/09/25	1285305037	16,286.88
WR	69221553	04/30/2025	Empower Retirement LLC	1100000	2162201	401-A Retire PayDay: 04/09/25	1285305037	16,286.88
WR	69222430	04/30/2025	STATE OF CALIFORNIA	1100000	2160200	PIT W/H PD: 04/09/2025	8362057	25,909.82
WR	69222460	04/30/2025	P E R S	1104150	4111500	Rounding 26565 04/04/2025	100000017852425	0.47
WR	69222460	04/30/2025	P E R S	1100000	2161100	PERS 26565 04/04/2025	100000017852425	67,652.86
WR	71187834	04/30/2025	I C M A RETIREMENT TRUST	1100000	2162600	Retire Hlth Sv-PayDay 04/23/25	6241591	7,789.92
WR	71187834	04/30/2025	I C M A RETIREMENT TRUST	6100000	1029200	Retire Hlth Sv-PayDay 04/23/25	6241591	7,789.92
WR	71187834	04/30/2025	I C M A RETIREMENT TRUST	6100000	2162200	Retire Hlth Sv-PayDay 04/23/25	6241591	-7,789.92
WR	78536831	04/30/2025	P E R S	1104150	4111500	Rounding 26565 04/18/2025	100000017852444	0.47
WR	78536831	04/30/2025	P E R S	1100000	2161100	PERS 26565 04/18/2025	100000017852444	67,624.05
WR	78546923	04/30/2025	Empower Retirement LLC	6100000	2162201	401-A Retire PayDay: 04/23/25	1289574861	-16,380.49
WR	78546923	04/30/2025	Empower Retirement LLC	6100000	1029201	401-A Retire PayDay: 04/23/25	1289574861	16,380.49
WR	78546923	04/30/2025	Empower Retirement LLC	1100000	2162201	401-A Retire PayDay: 04/23/25	1289574861	16,380.49
WR	78549302	04/30/2025	STATE OF CALIFORNIA	1100000	2160200	PIT W/H PD: 04/24/2025	8384329	25,592.82
WR	78716955	04/30/2025	Empower Retirement LLC	6100000	2162300	Deferred Comp PayDay 04/23/25	1289574044	-28,354.65
WR	78716955	04/30/2025	Empower Retirement LLC	6100000	1029300	Deferred Comp PayDay 04/23/25	1289574044	28,354.65
WR	78716955	04/30/2025	Empower Retirement LLC	1100000	2162300	Deferred Comp PayDay 04/23/25	1289574044	28,354.65
WR	78717849	04/30/2025	P E R S	1100000	2161100	PERS 1105 04/18/2025	100000017852387	54,127.71
WR	78717849	04/30/2025	P E R S	1104150	4111500	Rounding 1105 04/18/2025	100000017852387	0.24

City of Palm Desert
Check Register
4/12/2025 - 4/30/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	79383861	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160100	Federal W/H P/D 04/09/2025	91993526	61,219.12
WR	79383861	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160101	SocialSec W/H P/D 04/09/2025	91993526	1,503.74
WR	79383861	04/30/2025	DEPARTMENT OF THE TREASURY	1100000	2160300	Medicare W/H P/D 04/09/2025	91993526	18,571.66

Audited and Found Correct

Signed by:

Veronica Chavez

BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

Jan Harnik

DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Chris Escobedo

437BBF489E4E43B...

City Manager

Total For Bank ID - WR

839,845.42

City of Palm Desert

Check Register

6/5/2025 - 6/5/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004409	06/05/2025	ADKINS, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,574.39
W1	00004410	06/05/2025	ALLEN, FRANK	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004411	06/05/2025	AVERY, ANN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	657.41
W1	00004412	06/05/2025	BASSLER, THOMAS	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004413	06/05/2025	BISHOP, ROBERT	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	707.98
W1	00004414	06/05/2025	BLYTHE, BARBARA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	291.10
W1	00004415	06/05/2025	BO CHEN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	550.44
W1	00004416	06/05/2025	BRADLEY, DEBRA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004417	06/05/2025	BROWN, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004418	06/05/2025	CANALES, CHRISTINA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	532.61
W1	00004419	06/05/2025	CECHIN, TERRY	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	835.62
W1	00004420	06/05/2025	CEHR, DAVID	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004421	06/05/2025	CICCHINI, SUZANNE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,267.82
W1	00004422	06/05/2025	CONLON, PATRICK C.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004423	06/05/2025	CRAWFORD, DANNY	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	2,033.00
W1	00004424	06/05/2025	CROY, HOMER	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	505.70
W1	00004425	06/05/2025	DARLING, GLORIA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004426	06/05/2025	HOLLINGER, DIANE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004427	06/05/2025	DIERCKS, MARK	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	138.81
W1	00004428	06/05/2025	DOYLE, KAREN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	760.58
W1	00004429	06/05/2025	DRELL, PHILIP D.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004430	06/05/2025	ESPINOZA, JOSE LUIS	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	2,345.77
W1	00004431	06/05/2025	FANNING, JODI	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,101.78
W1	00004432	06/05/2025	FERGUSON, JAMES C.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,098.78
W1	00004433	06/05/2025	FLINT, DAVID	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	277.35
W1	00004434	06/05/2025	FOLKERS, RICHARD J.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004435	06/05/2025	GARCIA, MIGUEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30

Report Date 06/05/2025

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City and Housing

City of Palm Desert

Check Register

6/5/2025 - 6/5/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004436	06/05/2025	GARNER, PAGE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,253.44
W1	00004437	06/05/2025	GAUGUSH, CORA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004438	06/05/2025	GIBSON, PAUL S.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004438	06/05/2025	GIBSON, PAUL S.	5764192	4119000	RETRO HEALTH STIPEND 04/25	5/01/2025-RETRO	758.55
W1	00004439	06/05/2025	GLICKMAN, DEBORAH SCHWARTZ	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,777.09
W1	00004440	06/05/2025	GODFREY, BEN ORRIN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004441	06/05/2025	GOMEZ, DONNA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,267.82
W1	00004442	06/05/2025	GRANCE, RUSSELL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,086.31
W1	00004443	06/05/2025	GREENWOOD, MARK	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,777.09
W1	00004444	06/05/2025	GRIFFIN, ROSALVA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	316.90
W1	00004445	06/05/2025	HENDERSON, RHONDA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	944.86
W1	00004446	06/05/2025	HERMANN, DAVID	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,658.62
W1	00004447	06/05/2025	HERNANDEZ, ANTHONY	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004448	06/05/2025	HERNANDEZ, CARLOS	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,777.09
W1	00004449	06/05/2025	HOLTZ, GREGG	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004450	06/05/2025	JOHNSON, SONDR	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004451	06/05/2025	JOY, PHILLIP E.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	576.39
W1	00004452	06/05/2025	JUDY, JANINE MARIE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	298.69
W1	00004453	06/05/2025	KARIMI, BASHIER AHMAD	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004454	06/05/2025	KILPATRICK, SHAWN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,748.32
W1	00004455	06/05/2025	KLASSEN, RACHELLE D.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,267.82
W1	00004456	06/05/2025	KNIGHT, SPENCER	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004457	06/05/2025	KNUTSON, LAUREL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	198.97
W1	00004458	06/05/2025	LEAL, DIANA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,124.22
W1	00004459	06/05/2025	LEON, PATRICIA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004460	06/05/2025	LONGMAN, ELIZABETH M.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	174.17
W1	00004461	06/05/2025	MCBRIDE, CRAIG	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02

City of Palm Desert

Check Register

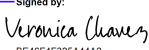
6/5/2025 - 6/5/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004462	06/05/2025	MCCARTHY, JUSTIN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	606.84
W1	00004463	06/05/2025	METZ, THOMAS	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,836.50
W1	00004464	06/05/2025	MONROE, TONYA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004465	06/05/2025	MOORE, JANET	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,777.09
W1	00004466	06/05/2025	MOORE, RUTH ANN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004467	06/05/2025	NEELY, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004468	06/05/2025	NIEMCZAK, JAY	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	156.34
W1	00004469	06/05/2025	O'REILLY, MONICA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,183.72
W1	00004470	06/05/2025	OSBORN, LINDA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004471	06/05/2025	PONDER, HART	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	174.17
W1	00004472	06/05/2025	PRUSINOWSKI, KAREN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	657.41
W1	00004473	06/05/2025	REAM, LISA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	390.58
W1	00004474	06/05/2025	RIDDLE, FRANKIE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	814.91
W1	00004475	06/05/2025	ROCHA, GRACE L.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	934.83
W1	00004476	06/05/2025	ROSAS, JOSE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,574.39
W1	00004477	06/05/2025	ROSAS, SERGIO	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004478	06/05/2025	RUSSELL, LINDA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	532.84
W1	00004479	06/05/2025	SCULLY, PATRICIA H.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	00004480	06/05/2025	CHRISTIANSEN, SHARON	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004481	06/05/2025	SMITH, STEPHEN R.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004482	06/05/2025	SNAKE, CYRIL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,497.04
W1	00004483	06/05/2025	STANLEY, JANE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	472.22
W1	00004484	06/05/2025	SZYMANSKI, BETTY	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,436.87
W1	00004485	06/05/2025	TOWNSEND, ALANA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	362.69
W1	00004486	06/05/2025	TUCKER, RON	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	532.61
W1	00004487	06/05/2025	WALKER, DEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	369.71
W1	00004488	06/05/2025	WEIL, CHIN-YU	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	532.61

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004489	06/05/2025	WELLER, DENI	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	00004490	06/05/2025	WHITE, BRYCE	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	298.69
W1	00004491	06/05/2025	WILCOX, DARIN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	377.07
W1	00004492	06/05/2025	WITTE, LOCK	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,318.60
W1	00004493	06/05/2025	WOHLMUTH, JOHN	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	825.57
W1	00004494	06/05/2025	ZAMARRIPA, AARON	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	829.30
W1	00004495	06/05/2025	ZAMORA, FLORENTINO G.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	396.12
W1	00004496	06/05/2025	ZATARAIN, ABEL	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,101.78
W1	00004497	06/05/2025	ZATARAIN, GERARDO	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	1,267.82
W1	02006823	06/05/2025	BEDROSIAN, PATRICK	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	298.69
W1	02006824	06/05/2025	FENSKE, CHARLES	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55
W1	02006825	06/05/2025	WRIGHT, BARBARA	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	320.02
W1	02006826	06/05/2025	YRIGOYEN, DAVID L.	5764192	4119000	RETIREE HEALTH STIPEND 06/25	6/1/2025	758.55

Audited and Found Correct

Signed by:

 BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437BBF489E4E43B...

City Manager

Total For Bank ID - W1

76,313.85

City of Palm Desert

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004498	06/06/2025	ADVANTEC CONSULTING ENGINEERS	2134315	4332000	TO0016106-TRAFFIC ENG SVS AP25	9803-0308-02-01	6,600.00
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4211000	April 2025 Office Supplies	1KW7-FM7Y-WTRW	213.46
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4211000	APRIL 2025 OFFICE SUPPLIES	1N1G-YNCK-WKXC	30.07
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4211200	April 2025 Books	19GL-DR4R-34QN	14.10
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4211200	APRIL 2025 BOOKS	1PHW-D6KW-R7TP	372.60
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	AP25 LIBRARY PROG SUPPLIES	1DCV-LF9D-XP4	681.46
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	April 2025 Program Supplies	19LF-V96W-WFTL	17.39
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	April 2025 Program Supplies	1RDL-7FWD-VTRF	75.62
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	MAY 2025 PROGRAM SUPPLIES	1QPM-K147-CXQ4	23.91
W1	00004499	06/06/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	APRIL 2025 PROGRAM SUPPLIES	1CWV-TL3D-WYJX	1,535.96
W1	00004500	06/06/2025	AVENU MUNISERVICES LLC	1104159	4309000	SUTA Q4 Services 12/31/2024	IN06-020974	6,857.99
W1	00004501	06/06/2025	BRINKS CAPITAL LLC	1104159	4309000	Overage Charges Nov. 2024	7075882	60.79
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977406	80.46
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977407	39.50
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977405	54.65
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977524	22.85
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977523	24.04
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977457	133.90
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977460	262.77
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977459	46.72
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977395	50.15
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977394	44.99
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977408	17.45
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977398	20.01
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977528	55.44
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977527	15.66
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977402	11.47

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W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977401	36.99
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977455	312.63
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977399	24.04
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977456	46.33
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977400	241.03
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase 4/26/25	B6977524 CM	-10.97
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977394 CM	-44.99
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977395 CM	-50.15
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977398 CM	-20.01
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977399 CM	-24.04
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977400 CM	-241.03
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977401 CM	-36.99
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977402 CM	-11.47
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977405 CM	-54.65
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977406 CM	-80.46
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book Purchase	B6977407 CM	-39.50
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977408 CM	-17.45
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977455 CM	-312.63
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977456 CM	-46.33
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977457 CM	-133.90
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977459 CM	-46.72
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977460 CM	-262.77
W1	00004502	06/06/2025	BRODART CO	2524662	4211200	Library Book purchase	B6977523 CM	-24.04
W1	00004503	06/06/2025	BURKE WILLIAMS & SORENSEN LLP	1104121	4301500	APRIL 2025 Econ Dev LGL	342891	1,070.00
W1	00004504	06/06/2025	CDW LLC	1104190	4212000	Samsung Galaxy Tab & Case	AE26P3J	341.14
W1	00004504	06/06/2025	CDW LLC	1104190	4212000	Logitech Headset	AE3FR2Y	63.98
W1	00004504	06/06/2025	CDW LLC	1104190	4362001	AWS Consumption - APR25	ZR00711194	1,430.17

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004505	06/06/2025	CIRCUIT TRANSIT INC	1104416	4368100	AP25 COURTESY CARTS EL PASEO	3755	23,141.08
W1	00004506	06/06/2025	FEDERAL EXPRESS CORP.	1104300	4366000	R/M ECONOLITE COBALT -SHIPMENT	8-841-40519	200.63
W1	00004507	06/06/2025	FULTON DISTRIBUTING	1104340	4219000	JANITORIAL SUPPLIES CITY HALL	670304	396.84
W1	00004508	06/06/2025	HIGH TECH IRRIGATION INC.	1104610	4332001	R/M IRRIG SUPPLIES - CC PARK	829283-1	113.78
W1	00004508	06/06/2025	HIGH TECH IRRIGATION INC.	1104611	4219000	R/M IRRIG SUPPLIES - FREEDOM	829128	20.56
W1	00004508	06/06/2025	HIGH TECH IRRIGATION INC.	1104611	4332001	R/M IRRIG SUPPLIES - HOVLEY	830334	218.05
W1	00004508	06/06/2025	HIGH TECH IRRIGATION INC.	1104614	4392101	R/M IRRIG SUPPLIES - ENTRADA	828979	21.77
W1	00004509	06/06/2025	HORIZON PROFESSIONAL LANDSCAPE	4414195	4332000	LMA 6 XTRA LNDS SRV - DW PRMTR	6800	800.00
W1	00004509	06/06/2025	HORIZON PROFESSIONAL LANDSCAPE	2854374	4332100	MR25 LMA7 K/B-STORM DEBRI CLN	6801	600.00
W1	00004510	06/06/2025	KIMLEY-HORN AND ASSOCIATES INC.	1104250	4301150	TRAFFIC STUDY - DS/PORTOLA	30988718	7,650.00
W1	00004510	06/06/2025	KIMLEY-HORN AND ASSOCIATES INC.	1104250	4309000	AP25 TRAFFIC STUDY-EL PASEO	31863991	8,005.00
W1	00004510	06/06/2025	KIMLEY-HORN AND ASSOCIATES INC.	1104250	4309000	TRAFFIC STUDY-LIVING DESERT	31705590	5,175.00
W1	00004511	06/06/2025	M & M SWEEPING INC	1104310	4332000	MY25 CITYWIDE STREET SWEEPING	69057	16,604.50
W1	00004511	06/06/2025	M & M SWEEPING INC	1104330	4331000	MY25 PARKING LOT SWEEPING - CY	69057	355.25
W1	00004511	06/06/2025	M & M SWEEPING INC	1104610	4332100	PARKING LOT SWEEPING - CC PARK	69057	798.00
W1	00004511	06/06/2025	M & M SWEEPING INC	1104611	4332501	PARKING LOT SWEEPING - PARKS	69057	643.50
W1	00004511	06/06/2025	M & M SWEEPING INC	1104614	4392101	PARKING LOT SWEEPING - ENTRADA	69057	258.00
W1	00004511	06/06/2025	M & M SWEEPING INC	2424549	4331101	PARKING LOT SWEEPING - PDAC	69057	146.25
W1	00004511	06/06/2025	M & M SWEEPING INC	2774373	4309103	PARKING LOT SWEEPING - PP E/W	69057	619.50
W1	00004511	06/06/2025	M & M SWEEPING INC	2824373	4309103	PARKING LOT SWEEPING - PP III	69057	478.50
W1	00004511	06/06/2025	M & M SWEEPING INC	5104195	4369601	PARKING LOT SWEEPING - PARKVIE	69057	196.50
W1	00004512	06/06/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	LMA 1 XTRA LNDS SRV - MONTEREY	113263	432.00
W1	00004513	06/06/2025	MERCHANTS BUILDING	1104330	4331000	MY25 JANITORIAL SRV - CY	874401	4,008.23
W1	00004513	06/06/2025	MERCHANTS BUILDING	1104340	4332600	MY25 JANITORIAL SRV - CH	874401	8,882.56
W1	00004513	06/06/2025	MERCHANTS BUILDING	1104344	4331000	MY25 JANITORIAL SRV - PCC	874401	1,399.93
W1	00004513	06/06/2025	MERCHANTS BUILDING	2424549	4331101	MY25 JANITORIAL SRV - PDAC	874401	5,250.56
W1	00004513	06/06/2025	MERCHANTS BUILDING	2524662	4332600	MY25 JANITORIAL SRV - LIBRARY	874401	7,712.83

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W1	00004513	06/06/2025	MERCHANTS BUILDING	4254430	4395000	MY25 JANITORIAL SRV - iHUB	874401	2,118.49
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369500	MY25 JANITORIAL SRV - SHERIFF	874401	6,861.68
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369601	MY25 JANITORIAL SRV - PARKVIEW	874401	8,205.76
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369601	MY25 JANITORIAL SRV - PARKVIEW	874402	2,596.63
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369601	MY25 JANIT SRV - PARKVIEW 120	874403	381.22
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369602	MY25 JANITORIAL SRV - STATE	874401	6,258.53
W1	00004513	06/06/2025	MERCHANTS BUILDING	5104195	4369800	MY25 JANITORIAL SRV -HENDERSON	874401	1,040.42
W1	00004514	06/06/2025	MIDWEST TAPE LLC	2524662	4211200	Library DVD Purchase 5/05/25	507126187	60.87
W1	00004514	06/06/2025	MIDWEST TAPE LLC	2524662	4211200	Library DVD Purchase 5/12/25	507165080	33.95
W1	00004515	06/06/2025	OPENGOV INC	1104614	4312000	OPENGOV CONF REG 3/18/25 MG	INV18714	999.00
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -BLADES	5SAM4	32.39
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -LINERS	5TJDY	135.54
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -POLES	24P2C	189.63
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -TIPS	63TLT	797.06
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -ROLLER	E5BFH	54.90
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -TAPE	S5G2Z	239.11
W1	00004516	06/06/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI RMVL SUPPLIES -TIPS	V3V2Y	428.45
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104330	4219000	OFFICE SUPPLIES - PENS	250359	21.25
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	243877	13.21
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	250365	105.62
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	K48215	28.28
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	BATTERIES - CITY HALL	250476	179.44
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	250552	110.99
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M ELECT/LIGHTS - CITY HALL	250479	130.41
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	250528	52.81
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	250579	43.46
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	250641	24.34

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M DOORS - CITY HALL	250386	37.37
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104340	4331000	R/M PW DOOR - CITY HALL	250608	10.86
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104610	4219000	R/M SUPPLIES - CC PARK	250475	59.68
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104610	4219000	PARK SUPPLIES - CC PARK	250495	3.90
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104610	4219000	R/M IRRIG SUPPLIES - CC DOG PK	250535	32.60
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104611	4219000	LMA 16 NUTS & BOLTS-WCS SLIDE	250252	126.90
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104611	4219000	SMALL TOOLS - FREEDOM PARK	247750	15.07
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104611	4219000	BATTERIES - IRONWOOD	250470	7.17
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	1104611	4219000	R/M FOUNTAINS - SMOKETREE	250485	3.46
W1	00004517	06/06/2025	PALM DESERT ACE HARDWARE	2304220	4219000	SUPPLIES EXT CORD - FS#71	250474	51.09
W1	00004518	06/06/2025	PRO-CRAFT CONSTRUCTION INC	2424549	4331101	R/M PLUMBING SRV - PDAC	24124-29	713.77
W1	00004519	06/06/2025	SERVPRO	1104310	4332000	GUARD RAIL IMP - DICK KELLY BR	5276790	28,825.96
W1	00004519	06/06/2025	SERVPRO	1104310	4332000	GUARD RAIL IMP-DICK KELLY BRDG	5276790	4,271.84
W1	00004519	06/06/2025	SERVPRO	5104195	4337020	STATE BLDG IMPROV - WRCB TI	5276153	29,509.50
W1	00004520	06/06/2025	SIGNARAMA	2424549	4219000	SIGNAGE / SUPPLIES - PDAC	INV-128764	755.27
W1	00004520	06/06/2025	SIGNARAMA	1104330	4219000	REPLACEMENT MAP FOR CY	INV-129537	138.11
W1	00004521	06/06/2025	TJKM TRANSPORTATION CONSULTANTS	2134250	5000906	AP25 TRAFFIC CONSL MOD/HRDWR	0056424	5,530.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104610	4332001	MY25 LMA17 LNDS SRV - CC PARK	236884	16,200.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104610	4337100	MY25 LMA17 LNDS SRV - FIELDS	236884	4,500.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104611	4332001	MY25 LMA17 LNDS SRV MAG FALLS	236884	4,000.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104611	4332001	MY25 LMA 16 LANDS MAINT PARKS	236885	29,118.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104611	4332501	MY25 LMA 16 COURT MAINT PARKS	236885	1,167.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104611	4391000	MY25 LMA 16 LANDS MAINT COMM	236885	860.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	2424549	4331101	MY25 LMA17 LNDS SRV - PDAC	236884	1,400.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	2764374	4332000	MY25 LMA 16 LANDS MAINT HAYST	236885	3,755.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	5104195	4369601	MY25 LMA17 LNDS SRV - PARKVIEW	236884	2,000.00
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	5104195	4369602	MY25 LMA17 LNDS SRV - STATE	236884	300.00

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W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104610	4332001	LMA 17 XTRA LNDS SRV - CC PARK	237028	7,856.61
W1	00004522	06/06/2025	VINTAGE ASSOCIATES	1104611	4332001	LMA 16 XTRA LNDS SRV - FREEDOM	237027	2,090.00
W1	00004523	06/06/2025	VISUAL EDGE IT INC	1104190	4342000	INK&TONER CITYHALL 4/29-5/28	24AR2688303	1,661.32
W1	00004523	06/06/2025	VISUAL EDGE IT INC	1104190	4342000	INK&TONER 3TX403772 4/30-5/29	24AR2688304	133.51
W1	00004524	06/06/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - PDAC 5/23/25	5741291	2,697.44
W1	02006827	06/06/2025	ABS SAND BLASTING	1104610	4332100	R/M ROCK SIGN SANBLAST - CC PK	9395	1,775.00
W1	02006828	06/06/2025	ACCURATE FIRST AID SERVICES	1104330	4219000	EYEWASH STATIONS-CORPYARD DC24	C-2816	2,976.81
W1	02006829	06/06/2025	AIR & HOSE SOURCE INC	1104331	4334000	R/M FLEET - DITCH WITCH HOSE	612030	439.78
W1	02006830	06/06/2025	ALTEC INDUSTRIES INC	1104331	4334000	R/M FLEET #556 OWNED - OIL	51665902	1,475.33
W1	02006830	06/06/2025	ALTEC INDUSTRIES INC	1104331	4334000	R/M FLEET #072 OWNED - PUMP	51666269	2,104.56
W1	02006831	06/06/2025	ANSER ADVISORY MANAGEMENT LLC	5304310	4404500	MR25 CHARGING STATIONS	31798	1,070.00
W1	02006832	06/06/2025	BECK OIL INC	1104331	4217000	FUEL - CORPYARD 5.16.25	167091	4,765.90
W1	02006833	06/06/2025	BOB'S DISCOUNT FURNITURE LLC	1104330	4404000	CRASH ROOM FURNITURE -CORPYARD	3193859614	1,123.76
W1	02006834	06/06/2025	CASC ENGINEERING AND	1104396	4400100	MR25 MS4 / NPDES SUPPORT	0053262	6,867.25
W1	02006835	06/06/2025	CHUCK, BRAD	1104300	4312000	06/11/25 QAL TEST PREP COURSE	0625BC-REG	225.00
W1	02006836	06/06/2025	COACHELLA VALLEY WATER DIST.	4254430	4395000	MY25 ERC/iHUB CVWD	720041309104MY25	66.02
W1	02006837	06/06/2025	DEPARTMENT OF INDUSTRIAL	5104195	4369601	ELEVATOR INSPECTION - PARKVIEW	S2170156SB	675.00
W1	02006838	06/06/2025	DEPENDABLE BREAK ROOM	1104340	4219000	KITCHEN/COFFEE SUPPLIES - CH	MI35058	422.48
W1	02006838	06/06/2025	DEPENDABLE BREAK ROOM	1104330	4219000	MY25 COFFEE RENTAL - CY	MI34226	107.74
W1	02006838	06/06/2025	DEPENDABLE BREAK ROOM	1104330	4219000	KITCHEN/COFFEE SUPPLIES - CY	MI33989	339.32
W1	02006839	06/06/2025	DESERT ELECTRIC SUPPLY	1104611	4219000	SMALL TOOLS - FREEDOM PARK	S127758791.001	84.73
W1	02006839	06/06/2025	DESERT ELECTRIC SUPPLY	1104250	4332500	R/M PULL BOX LID - TRAFFIC	S127846727.001	72.69
W1	02006840	06/06/2025	DESERT NAPA AUTO PARTS	1104250	4219000	SMALL TOOLS - IMPACT SOCKETS	140153	67.40
W1	02006841	06/06/2025	DESERT RECYCLING INC	1104310	4332000	AP25 DUMP FEES	19308	61.00
W1	02006842	06/06/2025	DISABILITY ACCESS CONSULTANTS	1104300	4309000	AP25 ADA CONSULTANT SERVICES	25-096	2,925.00
W1	02006843	06/06/2025	ENGLAND THIMS AND MILLER INC	4504164	4309000	AP25 CARTEGRAPH ASSET MGMT	219731	1,758.00
W1	02006844	06/06/2025	EXCEL LANDSCAPE INC	4004618	4400100	FENCE IMPROVEMNTS-LMA16/HME-AD	111333	25,000.00

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W1	02006845	06/06/2025	FIESTA FORD	1104310	4343000	R/M FLEET #079 LEASE - OIL	683853	1,018.05
W1	02006846	06/06/2025	GOODWIN, SHELBY	1104416	4306101	May Concerts F&B 5/22/25	ALBERTSONS 522	55.75
W1	02006846	06/06/2025	GOODWIN, SHELBY	1104416	4306101	May Concerts F&B 5/22/25	WHICHWICHMAY22	138.00
W1	02006847	06/06/2025	HANDEL'S HOMEMADE ICE CREAM	1104154	4309501	F&B Employee Meeting 6/02/25	5.17.25 HANDELS	1,000.00
W1	02006848	06/06/2025	HORIZON LIGHTING INC.	1104330	4331000	R/M ELECT/LIGHT - CORPYARD	INV17251	999.58
W1	02006849	06/06/2025	JOHNATHAN WHITE	6100000	2286500	J.WHITE DUP MAR25 PAYMENT	STR2022-0234	80.17
W1	02006850	06/06/2025	KIMBALL MIDWEST	1104250	4219000	R/M ELECT SUPPLIES - TRAFFIC	103021157	1,796.62
W1	02006850	06/06/2025	KIMBALL MIDWEST	1104310	4219000	CUTTING BLADES - CONCRETE	103021155	462.68
W1	02006851	06/06/2025	LOCK SHOP INC.	1104330	4219000	LOCKS - CORPYARD	BB10563932	511.13
W1	02006851	06/06/2025	LOCK SHOP INC.	1104340	4219000	KEYS - CITY HALL	BB10563899	145.89
W1	02006851	06/06/2025	LOCK SHOP INC.	1104340	4219000	KEYS - CITY HALL	BB10563931	134.74
W1	02006851	06/06/2025	LOCK SHOP INC.	1104340	4219000	KEYS - CITY HALL	BB10564028	15.50
W1	02006851	06/06/2025	LOCK SHOP INC.	1104611	4219000	LOCKS - HOVLEY SOCCER PARK	AA10067680	99.70
W1	02006851	06/06/2025	LOCK SHOP INC.	1104611	4219000	KEYS AND LOCKS - FREEDOM PARK	BB10563810	117.57
W1	02006851	06/06/2025	LOCK SHOP INC.	1104611	4219000	KEYS - HOVLEY PARK	BB10563828	16.04
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104340	4219000	R/M BLDG SUPPLIES - CITY HALL	985374-051225	1,206.26
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104610	4219000	SMALL TOOLS - CC PARK	974400-050825	98.02
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104611	4219000	SAFETY SUPPLIES - FREEDOM PARK	992458-051525	71.20
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104611	4219000	SMALL TOOLS - FREEDOM PARK	998682-050625	66.22
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	R/M CURB REBAR - STREETS	994324-051625	47.83
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	BATTERIES - HAMMER DRILL	986240-051325	184.93
W1	02006852	06/06/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	R/M SCREWS - CONCRETE	986244-051325	192.03
W1	02006853	06/06/2025	MELANIE SLATER	1100000	1150100	OPENGOV CLR ADV LDG 5/5-8	0525MS CLR ADV	-1,242.86
W1	02006853	06/06/2025	MELANIE SLATER	1104300	4312000	OPENGOV PDDM 05/05-08/25	0525MS-PRDM	301.00
W1	02006853	06/06/2025	MELANIE SLATER	1104300	4312000	OPENGOV CLR ADV LDG 5/5-8	0525MS-CLR ADV	1,242.86
W1	02006854	06/06/2025	MELANIE SLATER	1104300	4311500	OPENGOV MILE MS 05/05-08/25	0525MS-MILEAGE	180.60
W1	02006854	06/06/2025	MELANIE SLATER	1104300	4312000	OPENGOV PARK 05/05-08/25	0525MS-PARKING	88.00

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W1	02006855	06/06/2025	MVW INDIRECT TAX	1100000	3188300	APR25- SHADOW RIDGE OVERPAYMNT	018809	186.12
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104330	4309000	OC24 PEST CONTROL - CORPYARD	385494	53.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104340	4309000	OC24 PEST CONTROL - HIST SOC	385500	39.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104340	4309000	OC24 PEST CONTROL - CITY HALL	385505	75.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104340	4309000	NV24 PEST CONTROL - CITY HALL	387722	75.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104610	4309200	OC24 PEST CONTROL - CC PARK	386958	70.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104610	4309200	NV24 PEST CONTROL - CC PARK	387727	70.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - JOEMANN	385489	18.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - FREEDOM	385490	32.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - UNIV PK E	385491	22.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - UNIV DOG	385492	10.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - MAG FALLS	385496	29.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - CAHUILLA	385499	14.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - HOVLEY	385511	40.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - IRONWOOD	385512	20.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	OC24 PEST CONTROL - PALMA	385513	24.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	NV24 PEST CONTROL - MAG FALLS	387330	29.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	NV24 PEST CONTROL - HOVLEY	387729	40.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	NV24 PEST CONTROL - IRONWOOD	387732	20.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4332001	NV24 PEST CONTROL - PALMA	387733	24.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104611	4391000	OC24 PEST CONTROL - COMM GRDNS	385504	11.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104800	4388500	OC24 PEST CONTROL - ARTIST CTR	385502	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2304220	4331000	OC24 PEST CONTROL - FS#33	385503	43.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2304220	4331000	OC24 PEST CONTROL - FS#67	386959	43.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2424549	4309000	OC24 PEST CONTROL - PDAC	385510	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2424549	4309000	NV24 PEST CONTROL - PDAC	387726	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369500	OC24 PEST CONTROL - SHERIFF CT	385508	46.00

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W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369500	NV24 PEST CONTROL - SHERIFF	387725	46.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369601	OC24 PEST CONTROL - PARKVIEW	385506	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369601	NV24 PEST CONTROL - PARKVIEW	387723	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369602	OC24 PEST CONTROL - STATE BLDG	385507	44.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369800	NV24 X-PEST CONTROL-HENDERSON	384851	250.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	5104195	4369800	OC24 PEST CONTROL - HENDERSON	385501	43.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2304220	4331000	NV24 EXTRA PEST CONTROL-FS#67	384856	250.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	1104344	4309000	NV24 PEST CONTROL - PCC	385497	43.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2524662	4309000	NV24 PEST CONTROL - LIBRARY	385509	43.00
W1	02006856	06/06/2025	ON THE FLY TERMITE & PEST	2524662	4309000	DC24 PEST CONTROL - LIBRARY	387730	43.00
W1	02006858	06/06/2025	OUTDOOR CREATIONS INC	1104611	4219000	MEMORIAL BENCH/CORN HOLE HOMME	11977	3,381.88
W1	02006859	06/06/2025	OZZIE'S INTERNATIONAL	1104331	4334000	R/M FLEET #071 OWNED OIL/SHOCK	38336	1,948.62
W1	02006860	06/06/2025	PORTOLA PALMS HOMEOWNERS	8734195	4337000	MAY25 HOA FEES PPMHP 129	MAY25 1922585	330.00
W1	02006861	06/06/2025	PORTOLA PALMS HOMEOWNERS	8734195	4337000	MAY25 HOA FEES PPMHP 73	MAY25 1922815	330.00
W1	02006862	06/06/2025	POWERSTRIDE BATTERY COMPANY	1104331	4334000	R/M GOLF CART - TUNE UP	P703385	175.35
W1	02006862	06/06/2025	POWERSTRIDE BATTERY COMPANY	1104250	4219000	R/M STOP SIGNS - BATTERIES	P702892	186.62
W1	02006862	06/06/2025	POWERSTRIDE BATTERY COMPANY	1104250	4219000	R/M STOP SIGNS - BATTERIES	P703311	188.36
W1	02006863	06/06/2025	PRADETTO , JOSEPH	1104110	4312000	ICSC CONF MIE 5/18-20 JP	M IE 5.18.2025	215.00
W1	02006863	06/06/2025	PRADETTO , JOSEPH	1104110	4312000	ICSC CONF LDG 5/18-20 JP	LDG 5.18.2025	198.41
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP J BELTRAN 5.16.25	17184	1,247.87
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	WK 04/07 PW TEMP STAFF SRVS	17072	879.60
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 4/25/25	17120	1,761.60
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 5/9/25	17164	1,761.60
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 5/16/25	17185	1,778.12
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 5/2/25	17142	1,761.60
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 5/23/25	17206	1,761.60
W1	02006864	06/06/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 04/11/25	17072	882.00

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W1	02006865	06/06/2025	QUINN COMPANY	1104331	4334000	R/M FLEET #242 OWNED- HYD HOSE	WOA30002928	2,251.36
W1	02006865	06/06/2025	QUINN COMPANY	1104331	4334000	R/M FLEET #242 OWNED -DIAGNOST	WOA30002877	752.10
W1	02006865	06/06/2025	QUINN COMPANY	1104340	4331000	R/M GENERATORS - JOSLYN	WOG00022768	1,147.34
W1	02006865	06/06/2025	QUINN COMPANY	2304220	4331000	R/M GENERATORS FS #67	WOG00022767	1,704.19
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1100000	1150100	ICSC CLR ADV 5.17-5.20 KQ	CLR ADV 5.17	-888.75
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4311500	ICSC CLR ADV MILE 5.17-5.20 KQ	CLR ADV 5.17.25	14.70
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4312000	ICSC CONF TAXI 5/17-20 KQ	TAXI 5.17.2025	154.03
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4312000	ICSC CONF LDG 5/17-20 KQ	LDG 5.17.2025	353.89
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4312000	ICSC CLR ADV LDG 5.17-5.20 KQ	CLR ADV 5.17.25	493.05
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4312000	ICSC CLR ADV PARK 5.17-5.20 KQ	CLR ADV 5.17.25	80.00
W1	02006866	06/06/2025	QUINTANILLA, KARINA	1104110	4312000	ICSC CLR ADV MEI 5.17-5.20 KQ	CLR ADV 5.17.25	301.00
W1	02006867	06/06/2025	REFRIGERATION SUPPLIES	1104340	4331000	R/M FAN MOTOR - CITY HALL	62254879-00	434.48
W1	02006867	06/06/2025	REFRIGERATION SUPPLIES	1104340	4331000	R/M FAN MOTOR - CITY HALL	62255778-00	549.80
W1	02006868	06/06/2025	RIVERSIDE COUNTY DEPARTMENT OF	1100000	1430100	25/26 PDAC PERMIT FA0035999	IN1041979	1,338.00
W1	02006869	06/06/2025	SERGIO SAMANIEGO	1104300	4312000	REIMB MSA PW SPECIALIST CERT	2X8M-9ZC4-P0H1P	150.00
W1	02006870	06/06/2025	SIMPLOT PARTNERS	1104310	4219000	SMALL TOOLS - TREE PRUNERS	208165186	683.69
W1	02006870	06/06/2025	SIMPLOT PARTNERS	1104310	4391502	GRAFFITI RMVL SUPPLIES -GLOVES	208165187	182.07
W1	02006871	06/06/2025	SOUTHERN CALIFORNIA EDISON	1104340	4351400	44911 CABRILLO AVENUE	700471509061MY25	13.65
W1	02006872	06/06/2025	SOUTHWEST AQUATICS	1104610	4332001	MY25 LAGOON CIVIC CENTER PARK	05-23233	4,114.00
W1	02006872	06/06/2025	SOUTHWEST AQUATICS	1104614	4392101	MY25 WATER FEATURE ENTRADA	05-23233	1,030.00
W1	02006873	06/06/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	AP25 R/M TRAFFIC SIGNAL	200168114	2,475.00
W1	02006873	06/06/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	R/M TRAFFIC-CC/HARRIS 1APOLE	200168117	1,808.00
W1	02006873	06/06/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	AP25 R/M TRAFFIC SIGNAL VARIOU	200168115	1,403.73
W1	02006873	06/06/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	R/M TRAFFIC -DS/MIR BACKPLATES	200168116	927.49
W1	02006874	06/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104150	4365000	MIFI - FINANCE	203492119-MAY25	31.15

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006874	06/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI- CODE	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	203492119-MAY25	31.15
W1	02006874	06/06/2025	T-MOBILE USA INC	1104614	4365000	MIFI - LANDSCAPING	203492119-MAY25	31.15
W1	02006875	06/06/2025	TPX COMMUNICATIONS	1104190	4365000	INTERNET/PHONE SVC 5/23-6/22	185654477-0	9,256.88
W1	02006876	06/06/2025	TRI STAR CONTRACTING II INC	4004159	4219100	MID-VALLEY CHANNEL CLEARING	020325G	21,278.00
W1	02006877	06/06/2025	Trubee, Evan	1104110	4311500	ICSC CONF MILE 5/18-20 ET	MILEAGE 5.18.25	264.96
W1	02006877	06/06/2025	Trubee, Evan	1104110	4312000	ICSC CONF MIE 5/18-20 ET	M IE 5.18.2025	215.00
W1	02006877	06/06/2025	Trubee, Evan	1104110	4312000	ICSC CONF LDG 5/18-20 ET	LDG 5.18.2025	458.05
W1	02006878	06/06/2025	ULINE INC	1104330	4219000	10 GAL CONTAINERS - SPILL KITS	192872256	424.35
W1	02006879	06/06/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM EMBLEMS	6200004168	87.80
W1	02006879	06/06/2025	UNIFIRST CORPORATION	1104330	4219000	JANITORIAL SUPPLIES - CORPYARD	6200004166	121.19
W1	02006879	06/06/2025	UNIFIRST CORPORATION	1104330	4219000	JANITORIAL SUPPLIES - CORPYARD	6200004185	106.20
W1	02006879	06/06/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL 5/13	2200263978	279.75

City of Palm Desert
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6/6/2025 - 6/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006880	06/06/2025	UY ROSITA	1100000	3511100	PD83506 - REFUND	PD83506 - REFUND	50.00
W1	02006881	06/06/2025	ZUMAR INDUSTRIES INC.	1104310	4219000	SIGNAGE - SIGN REPLACEMENTS	10499	1,516.54

Audited and Found Correct

Signed by:

Veronica Chavez

BE48F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

Jan Harnik

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Chris Escobedo

437BBF489E4E43B...

City Manager

Total For Bank ID - W1

432,963.48

City of Palm Desert

Check Register

6/12/2025 - 6/12/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004525	06/12/2025	A+ WINDOW & GUTTER CLEANING	2304220	4331000	R/M ROOF - FS #71	9724	750.00
W1	00004525	06/12/2025	A+ WINDOW & GUTTER CLEANING	2304220	4331000	R/M ROOF - FS #33	9743	750.00
W1	00004526	06/12/2025	ALLIANT INSURANCE SERVICES INC	1104416	4306101	Insurance for May2025 Concerts	3067513	3,184.00
W1	00004527	06/12/2025	ALTA PLANNING + DESIGN INC	2134300	5000910	AP25 PD VISION ZERO STRATEGY	3040002023267-16	24,232.40
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	1104190	4212000	reMarkable Tablet	1Q6X-TJVT-7J1R	618.78
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	1104211	4306001	COPS SUPPLIES- FRAME STAND	1KW7-YGXH-1NWK	37.18
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	8704195	4211000	AMAZON SUPPLS 05/2025	16RP-NQH6-7QC7	65.24
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	1104154	4219000	Easter Supplies	IDF7-QFDC-7Q43	161.89
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	1104154	4219000	Supplies	1KDH-KKGW-6R3C	107.52
W1	00004528	06/12/2025	AMAZON CAPITAL SERVICES INC.	1104300	4211000	OFFICE SUPPLIES - PW	1CD4-3QQD-44FN	84.10
W1	00004529	06/12/2025	BRIAN K. STEMMEER CONSTRUCTION	1104340	4331000	R/M DS COUNTER - CITY HALL	9709	1,350.00
W1	00004529	06/12/2025	BRIAN K. STEMMEER CONSTRUCTION	1104340	4331000	R/M ROOF - CC CONF/BREAKROOM	9708	2,400.00
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994717	74.62
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994416	30.03
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994721	774.87
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994411	331.41
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994774	198.03
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994714	998.00
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994309	415.82
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994700	532.89
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994437	634.80
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994772	265.61
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994251	188.66
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994415	17.45
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994319	295.22
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994720	283.62
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994712	72.78

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City and Housing

City of Palm Desert

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994775	117.98
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994719	43.17
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994713	74.81
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994263	1,196.67
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994323	316.74
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994777	62.72
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994350	217.99
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994695	490.56
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994716	1,438.84
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994407	29.02
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994454	374.77
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994722	474.32
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994711	72.89
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994376	474.70
W1	00004530	06/12/2025	BRODART CO	2524662	4211200	Library Book Purchase 5/24/25	B6994718	50.03
W1	00004531	06/12/2025	C V A G	6100000	2282500	MAY25 TUMF	PDTUMF050525	56,649.86
W1	00004532	06/12/2025	CDW LLC	1104190	4212000	Logitech Ergonomic Mouse	AE38F9F	80.46
W1	00004532	06/12/2025	CDW LLC	2524662	4211000	HP 712 Ink	AE2SL5A	309.62
W1	00004532	06/12/2025	CDW LLC	2524662	4404000	TV and Floor Stand	AE2SL5A	756.46
W1	00004533	06/12/2025	CHARTER COMMUNICATIONS	1104190	4365000	6/01-6/30 CITY HALL INTERNET	189329401060125	121.03
W1	00004534	06/12/2025	CITY NET	2264212	4309000	APR25 STREET OUTREACH	2025-0400121	19,620.07
W1	00004535	06/12/2025	COACHELLA VALLEY CONSERVATION	1100000	3411100	LESS1% ADMIN FEE	PDMSHCP050525	-358.22
W1	00004535	06/12/2025	COACHELLA VALLEY CONSERVATION	6100000	2280800	MAY25 MSHCP	PDMSHCP050525	35,821.85
W1	00004536	06/12/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4304000	3/6-4/2 Law Enforcement Svc	SH0000048068	947,945.67
W1	00004536	06/12/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309203	3/6-4/2 RSO Law Enforcement	SH0000048068	600,334.68
W1	00004536	06/12/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309204	3/6-4/2 RSO Law Enforcement	SH0000048068	40,281.58
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 1195	BE006534079	-130.41

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 1232	BE006534079	-138.39
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1100000	2160900	Delta Dental Premium 05/2025	BE006534079	14,890.14
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1104310	4112200	Dental 1364	BE006534079	-81.96
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1104340	4112200	Dental 1363	BE006534079	-43.47
W1	00004537	06/12/2025	DELTA DENTAL OF CALIFORNIA	1104614	4112200	Dental 1361	BE006534079	81.96
W1	00004538	06/12/2025	DESERT X	1104417	4322200	Desert X Sponsor Marketing 3/3	2025_05_13_002	8,750.00
W1	00004539	06/12/2025	FFP FUND VIII P1 PROJECTCO15 LLC	2424549	4351400	AP25 SOLAR ENERGY - PDAC	2025-F8PI-000104	10,078.78
W1	00004539	06/12/2025	FFP FUND VIII P1 PROJECTCO15 LLC	2424549	4351400	MR25 SOLAR ENERGY - PDAC	2025-F8P1-000085	10,636.87
W1	00004540	06/12/2025	FULTON DISTRIBUTING	1104340	4219000	JANITORIAL SUPPLIES -CITY HALL	670976	75.04
W1	00004541	06/12/2025	HIGH TECH IRRIGATION INC.	1104610	4219000	R/M IRRIG SUPPLIES - CC PARK	832139	446.05
W1	00004541	06/12/2025	HIGH TECH IRRIGATION INC.	1104610	4219000	R/M IRRIG SUPPLIES - CC PARK	832332	84.26
W1	00004541	06/12/2025	HIGH TECH IRRIGATION INC.	1104614	4219000	R/M IRRIG SUPPLIES - COOK	832040	70.35
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2734682	4332000	MY25 LMA 7 PRIMEROSE II	6815	330.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754643	4332000	MY25 LMA 7 DIAMONDBACK	6815	112.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754680	4332000	MY25 LMA 7 MONTEREY MEADOWS	6815	140.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754681	4332000	MY25 LMA 7 THE GLEN	6815	288.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754682	4332000	MY25 LMA 7 HOVLEY ESTATES	6815	149.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754683	4332000	MY25 LMA 7 SONATA I	6815	358.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754684	4332000	MY25 LMA 7 SONATA II	6815	496.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754685	4332000	MY25 LMA 7 HOVLEY COLLECTION	6815	390.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754686	4332000	MY25 LMA 7 LA PALOMA I	6815	160.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754687	4332000	MY25 LMA 7 LA PALOMA II	6815	160.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754693	4332000	MY25 LMA 7 LA PALOMA III	6815	139.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754694	4332000	MY25 LMA 7 SANPIPER COURT	6815	164.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754695	4332000	MY25 LMA 7 SANPIPER COURT WEST	6815	171.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754696	4332000	MY25 LMA 7 HOVLEY COURT WEST	6815	250.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2754697	4332000	MY25 LMA 7 PALM COURT	6815	112.00

City of Palm Desert

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2774373	4332000	MY25 LMA 7 PRES PLAZA I / II	6815	5,610.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2784374	4332000	MY25 LMA 7 VINEYARDS	6815	224.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2794374	4332000	MY25 LMA 7 WARING COURT	6815	213.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2804374	4332000	MY25 LMA 7 PALM GATE	6815	133.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2814374	4332000	MY25 LMA 7 THE GROVE	6815	507.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2824373	4332000	MY25 LMA 7 PRES PLAZA III	6815	3,597.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2834374	4332000	MY25 LMA 7 PORTOLA PLACE	6815	213.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2854374	4332000	MY25 LMA 7 KAUFMAN N BROAD	6815	993.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2864374	4332000	MY25 LMA 7 CANYON CREST	6815	288.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874374	4332000	MY25 LMA 7 COLLEGE VIEW EST II	6815	320.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874680	4332000	MY25 LMA 7 THE BOULDERS	6815	507.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874681	4332000	MY25 LMA 7 SUNDANCE WEST	6815	283.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874682	4332000	MY25 LMA 7 PETUNIA I	6815	331.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874683	4332000	MY25 LMA 7 SUNDANCE EAST	6815	155.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2874684	4332000	MY25 LMA 7 COLLEGE VIEW EST I	6815	288.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2734680	4332000	MY25 LMA 7 DESERT MIRAGE	6815	550.00
W1	00004542	06/12/2025	HORIZON PROFESSIONAL LANDSCAPE	2994374	4332000	MY25 LMA 7 PALM DESERT CC	6815	534.00
W1	00004543	06/12/2025	HR GREEN PACIFIC INC	2134370	4400100	Apr25 Prof Svcs Strmwtr Drain	187623	51,986.50
W1	00004543	06/12/2025	HR GREEN PACIFIC INC	2134370	4400100	MAR25 SVCS STORMWATER DRAINAGE	186615	39,611.50
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	FY25 Ad Campaign Shoot	2858	40,000.00
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	FY25 Ad Campaign Shoot Recap	2857	35,000.00
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	Media Management - May25	2856	4,325.67
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	Strategy & Acct Managemen MY25	2855	4,416.66
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	Public Relations - MY25	2853	4,716.67
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4309000	Social Media - MY25	2854	2,416.66
W1	00004544	06/12/2025	IDEA PEDDLER LLC	1104417	4322100	Media Campaign JAN25-APR25	2861	331,313.63
W1	00004545	06/12/2025	IMPRESSION DESIGN	1104417	4322300	Event Giveaways/Promo Items	16983	6,337.86

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W1	00004546	06/12/2025	JOE A. GONSALVES & SON	1104112	4309000	JU25 LEGAL RETAINER	162513	3,000.00
W1	00004547	06/12/2025	KOA HILLS CONSULTING LLC	1104190	4309000	Data Conversion Service -MAY25	11259	1,500.00
W1	00004548	06/12/2025	MICHAEL BAKER INTERNATIONAL INC	2134633	5000103	APR25 SVCS WALK & ROLL PD PH 2	1249333	1,675.00
W1	00004548	06/12/2025	MICHAEL BAKER INTERNATIONAL INC	2134633	5000103	APR25 SVCS WALK & ROLL PD PH 2	1249333	21,130.00
W1	00004549	06/12/2025	MIDWEST TAPE LLC	2524662	4362001	Hoopla streaming 5/25	507259347	623.73
W1	00004550	06/12/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT- PD22-01	MWG2451	789.59
W1	00004550	06/12/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT - PD16-01	MWG2447	352.06
W1	00004551	06/12/2025	PAGEFREEZER SOFTWARE INC	1100000	1430100	PageFreezer Finn Svcs FY2526	INV-19106	5,974.14
W1	00004552	06/12/2025	PALM DESERT ACE HARDWARE	1104610	4219000	R/M PLUMBING - CC DOG PARK	250536	4.11
W1	00004552	06/12/2025	PALM DESERT ACE HARDWARE	1104800	4388500	R/M LIGHTING - ARTISTS CTR	250660	34.78
W1	00004552	06/12/2025	PALM DESERT ACE HARDWARE	1104800	4388500	R/M LIGHTING - ARTISTS CTR	250710	34.78
W1	00004552	06/12/2025	PALM DESERT ACE HARDWARE	1104340	4219000	R/M BLDG MAINT - PW CITY HALL	250768	4.55
W1	00004553	06/12/2025	PALM DESERT CHAMBER OF COMMERCE	1100000	1430100	FY25/26 PDACC Membership	76298	425.00
W1	00004554	06/12/2025	PALM DESERT PACIFIC OWNER LLC	4254430	4331000	JN25 MALL COMMON AREA MAINT SV	CAM062025	7,230.18
W1	00004555	06/12/2025	PATTON DOOR & GATE	1104330	4331000	R/M OVERHEAD DOORS - CY	100170	257.75
W1	00004555	06/12/2025	PATTON DOOR & GATE	2304220	4331000	R/M OVERHEAD DOORS - FS #33	100168	193.10
W1	00004555	06/12/2025	PATTON DOOR & GATE	2304220	4331000	R/M OVERHEAD DOORS - FS #71	100235	340.50
W1	00004556	06/12/2025	PFM ASSET MANAGEMENT LLC	1104159	4309000	Invst. Mgmt Svcs 4/2025	14752591	4,246.12
W1	00004557	06/12/2025	RICHARD KENNEDY ARCHITECTS INC	4524136	4400100	FEB25 DESIGN SVCS NEW LIBRARY	1011	5,381.37
W1	00004557	06/12/2025	RICHARD KENNEDY ARCHITECTS INC	4524136	4400100	FEB25 DESIGN SVCS NEW LIBRARY	1011	14,540.00
W1	00004557	06/12/2025	RICHARD KENNEDY ARCHITECTS INC	4524136	4400100	MAR25 DESIGN SVCS NEW LIBRARY	1012	28,116.75
W1	00004557	06/12/2025	RICHARD KENNEDY ARCHITECTS INC	4524136	4400100	MAR25 DESIGN SVCS NEW LIBRARY	1012	29,080.00
W1	00004557	06/12/2025	RICHARD KENNEDY ARCHITECTS INC	4524136	4400100	JAN25 DESIGN SVCS NEW LIBRARY	1010	55,093.67
W1	00004558	06/12/2025	SAFE LIFE DEFENSE LLC	1104210	4304200	(5) uniform rifle plates	32467856	4,394.59
W1	00004559	06/12/2025	SANT MADE	1104190	4362001	Website Hosting JN25	3209	700.00
W1	00004559	06/12/2025	SANT MADE	1104417	4302600	BRIGHTSIDE DESIGN JN25	3219	2,000.00
W1	00004560	06/12/2025	SINATRA & COOK PROJECT LLC	1100000	1430000	JU25 iHUB/ERC RENT MO 65 OF 72	MO65OF72JUL25	18,161.80

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W1	00004561	06/12/2025	STAR RETAIL ADVISORS	1104159	4309300	PROFESSIONAL SVCS MY25	PD 2025-05	6,783.51
W1	00004562	06/12/2025	UNITY COURIER SERVICE	2524662	4309000	Courier Service Svcs	25608	379.41
W1	00004563	06/12/2025	US BANK	1104159	4309000	ADMIN FEE CITY 2/1/25-4/30/25	14787788	1,613.81
W1	00004563	06/12/2025	US BANK	4514195	4363000	ADMIN FEE PA#1 2/1/25-4/30/25	14787788	134.16
W1	00004563	06/12/2025	US BANK	4514195	4363000	ADMIN FEE PA#2 2/1/25-4/30/25	14787788	441.47
W1	00004563	06/12/2025	US BANK	4514195	4363000	ADMIN FEE PA#3 2/1/25-4/30/25	14787788	307.06
W1	00004563	06/12/2025	US BANK	4514195	4363000	ADMIN FEE PA#4 2/1/25-4/30/25	14787788	503.50
W1	00004564	06/12/2025	VERIZON WIRELESS SERVICES LLC	1104210	4304200	TRACKING- T251020002	9022400034	225.00
W1	00004564	06/12/2025	VERIZON WIRELESS SERVICES LLC	1104190	4212000	HP 206A Toner	AE4GG4X	395.54
W1	00004565	06/12/2025	VIDI GLOBAL LLC	4364650	4309200	PROF MAP DESIGN-ARTS & CULTURA	CPD-006	800.00
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1100000	1150300	VSP 1232	822703951	-31.81
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1100000	1150300	VSP 1195	822703951	-95.43
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1100000	2161400	VSP Premium 05/2025	822703951	4,485.21
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1104310	4112200	VSP 1364	822703951	-31.81
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1104340	4112200	VSP 1363	822703951	-31.81
W1	00004566	06/12/2025	VISION SERVICE PLAN INC.	1104614	4112200	VSP 1361	822703951	31.81
W1	00004567	06/12/2025	WATERLINE TECHNOLOGIES INC	2424549	4219000	JANITORIAL SUPPLIES - PDAC	5741813	394.86
W1	00004567	06/12/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5741684	1,210.39
W1	00004568	06/12/2025	WE R BUILDERS INC	2130000	2060000	RTNT - ADA CURB RAMP MODS	RTNT-PP03	-6,999.25
W1	00004568	06/12/2025	WE R BUILDERS INC	2134312	4400100	CITYWIDE ADA CURB RAMP MODS	PP03	139,985.00
W1	00004569	06/12/2025	WINGED SOLUTIONS INC	1104610	4332001	MY25 CC PARK BIRD MITIGATION	WS053125CP	496.00
W1	02006882	06/12/2025	ALLEY, JEFFREY LYNN	1104211	4306001	COPS F&B - Donuts 5.13.25	J.ALLEY FB 5.13	23.00
W1	02006883	06/12/2025	ALTEC INDUSTRIES INC	1104331	4334000	R/M FLEET #072 CITY OWNED	51647708	1,740.77
W1	02006884	06/12/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79504	544.00
W1	02006884	06/12/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79517	360.00
W1	02006884	06/12/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79528	140.00
W1	02006884	06/12/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79529	144.00

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W1	02006884	06/12/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79507	504.00
W1	02006885	06/12/2025	ARSVIDA	1104417	4321700	Housing Properties Photographs	1015	3,750.00
W1	02006886	06/12/2025	AT&T	1104210	4304200	TRACKING- T250830030	559721	95.00
W1	02006887	06/12/2025	AT&T	1104210	4304200	TRACKING- T243580062	562140	525.00
W1	02006888	06/12/2025	BIO TOX LABORATORIES	1104210	4390400	24/25 BLOOD & URINE ANALYSIS S	47332	1,667.65
W1	02006888	06/12/2025	BIO TOX LABORATORIES	1104210	4390400	24/25 BLOOD & URINE ANALYSIS S	47333	1,009.40
W1	02006889	06/12/2025	BOOT BARN HOLDINGS	1104134	4211000	SAFETY FOOTWEAR 4/04 E LOMELI	INV00483299	156.59
W1	02006890	06/12/2025	CALIFORNIA ASSOCIATION FOR	1100000	1430100	CALED COPD & MA Rnwl FY 25/26	300006192	800.00
W1	02006890	06/12/2025	CALIFORNIA ASSOCIATION FOR	1100000	1430100	CALED Assoc AL Rnwl FY 25/26	300006278	120.00
W1	02006890	06/12/2025	CALIFORNIA ASSOCIATION FOR	1100000	1430100	CALED Assoc VM Rnwl FY 25/26	300006359	120.00
W1	02006890	06/12/2025	CALIFORNIA ASSOCIATION FOR	1100000	1430100	CALED Assoc MS Rnwl FY 25/26	300006287	120.00
W1	02006891	06/12/2025	CASH, PETTY	1104111	4309000	Fingerprint Fees Mejia	MEJIA 5.9.2025	87.00
W1	02006891	06/12/2025	CASH, PETTY	1104111	4312000	Notary Exam/App D Olivares	OLVARES 5.9.2025	40.00
W1	02006891	06/12/2025	CASH, PETTY	1104111	4363000	Notary Bond Regis D Olivares	OLIVARES 5.9.25	70.57
W1	02006892	06/12/2025	CITY OF PALM DESERT	2354270	4400200	PERMIT FEES SIGN24-0059	INV-4971	264.00
W1	02006893	06/12/2025	CITY OF PALM DESERT	2354270	4400200	PERMIT FEES ENCR25-0020	INV-4960	569.00
W1	02006894	06/12/2025	CITY OF PALM DESERT	5104361	4400100	TIMP23-0050 STATE BLDG ADA IMP	INV-5018	3,336.80
W1	02006895	06/12/2025	CITY OF PALM DESERT	5104361	4400100	TIMP23-0050 STATE BLDG ADA IMP	INV-5019	447.44
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	74735 HOVLEY LANE E SOCCER PK	127363385426MY25	117.36
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	1131 HOVLEY SOCCER PARK	315303847830MY25	1,950.22
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	10049 FREEDOM PARK	315491848018MY25	7,477.79
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1089 MEDIANS	315239847766MY25	2,460.92
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1149 ST MEDIANS NORTH	586651849912MY25	209.57
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	73200 MESA VIEW DR FS 67	176281476314MY25	325.46
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	73995 COUNTRY CLUB FS 71	122335377974MY25	268.83
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2734680	4351000	D. 1088 DESERT MIRAGE (COOK)	315237847764MY25	92.29
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2854374	4351000	C. 1088 K/B (HEATHERWOOD)	315237847764MY25	61.09

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W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874374	4351000	H. 1088 COLLEGE VIEW ESTATES I	315237847764MY25	154.99
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874680	4351000	F. 1088 THE BOULDERS (SHEPHERD	315237847764MY25	55.89
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874681	4351000	B. 1088 SUNDANCE W (KOKOPELLI)	315237847764MY25	80.59
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874682	4351000	E. 1088 PETUNIA PLACE I (PETUN	315237847764MY25	77.98
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874683	4351000	A. 1088 SUNDANCE E. (SHEPHERD	315237847764MY25	298.94
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2874684	4351000	G. 1088 COLLEGE VIEW ESTATES I	315237847764MY25	184.73
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	TOWN CENTER WAY	307113813150MY25	26.08
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104330	4351000	1052 CORPORATION YARD	315177847704MY25	546.60
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104340	4351000	44911 CABRILLO AVENUE	712257390932MY25	63.42
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	10364 HOVLEY SOCCER PARK	316695849222MY25	6,188.30
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1051 ST MEDIANS "4"	315175847702MY25	3,479.15
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	44400 TOWN CTR FS33	163253444356MY25	119.21
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2734682	4351000	13 1050 PRIMROSE II	315173847700MY25	66.29
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754643	4351000	1 1050 DIAMONDBACK	315173847700MY25	44.19
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754680	4351000	18 1050 MONTEREY MEADOWS	315173847700MY25	183.57
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754681	4351000	17 1050 THE GLEN	315173847700MY25	118.77
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754682	4351000	2 1050 HOVLEY ESTATES	315173847700MY25	29.89
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754682	4351000	15 1050 HOVLEY ESTATES	315173847700MY25	37.69
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754683	4351000	22 1050 SONATA I	315173847700MY25	48.09
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754684	4351000	20 1050 SONATA II	315173847700MY25	109.73
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754685	4351000	16 1050 HOVLEY COLLECTION	315173847700MY25	40.29
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754685	4351000	21 1050 HOVLEY COLLECTION	315173847700MY25	29.89
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754686	4351000	5 1050 LA PALOMA I	315173847700MY25	31.19
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754686	4351000	19 1050 LA PALOMA I	315173847700MY25	41.59
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754687	4351000	6 1050 LA PALOMA II	315173847700MY25	87.08
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754693	4351000	3 1050 LA PALOMA III	315173847700MY25	74.49
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754694	4351000	7 1050 SANDPIPER	315173847700MY25	89.68

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W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754695	4351000	8 1050 SANDPIPER	315173847700MY25	77.98
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754696	4351000	4 1050 HOVLEY COURT WEST	315173847700MY25	36.39
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2754697	4351000	14 1050 PALM COURT	315173847700MY25	124.91
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	LARKSPUR LN - FIRE MTR PP E/W	797761405428MY25	98.99
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	PORTOLA AVE - FIRE MTR PP E/W	797755405410MY25	98.99
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	SAN LUIS REY - FIRE MTR PP E/W	797759405418MY25	98.99
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	SAN LUIS REY - FIRE MTR PP E/W	797757405414MY25	125.47
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2794374	4351000	12 1050 WARING COURT	315173847700MY25	57.43
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2804374	4351000	11 1050 PALM GATE	315173847700MY25	33.79
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2864374	4351000	10 1050 CANYON CREST	315173847700MY25	50.69
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	2994374	4351000	9 1050 PDCC	315173847700MY25	291.85
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	4254430	4351000	72780 HWY 111 (SEARS)	815043444678MY25	172.13
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	4254430	4351000	72880 HWY 111-FIRE MTR SEARS-B	800643444692MY25	119.20
W1	02006896	06/12/2025	COACHELLA VALLEY WATER DIST.	4254430	4351000	72880 HWY 111-FIRE MTR SEARS-A	800645741286MY25	86.99
W1	02006897	06/12/2025	COLOR CONNECTION	1104610	4332001	24/25 ANNUAL COLOR - CC PARK	33597	1,169.08
W1	02006897	06/12/2025	COLOR CONNECTION	1104610	4332001	24/25 ANNUAL COLOR - CC PARK	33597	0.01
W1	02006897	06/12/2025	COLOR CONNECTION	1104614	4337001	24/25 ANNUAL COLOR - EL PASEO	33596	7,733.74
W1	02006897	06/12/2025	COLOR CONNECTION	1104614	4337001	24/25 ANNUAL COLOR - EL PASEO	33596	0.02
W1	02006898	06/12/2025	CONSOLIDATED ELECTRICAL	1104340	4219000	R/M LIGHTING SUPPLIES - CH	5725-1160667	467.20
W1	02006899	06/12/2025	CROSSTOWN ELECTRICAL	2130000	2060000	INTERSECTION MODS RET RELEASE	4833001RET	18,662.27
W1	02006900	06/12/2025	CVRM	2254212	4309000	AR25 (5) SHELTER BEDS	7413	3,750.00
W1	02006901	06/12/2025	D & B VISIONS	2364195	4309000	MY25 RECYCLE & ORGANICS SVS	25-05	6,700.00
W1	02006902	06/12/2025	DESERT ALARM INC	2424549	4309000	AP25-JN25 ALARM SRV - PDAC	537199	177.00
W1	02006903	06/12/2025	DESERT ELECTRIC SUPPLY	5104195	4369800	SUP ELECT/LIGHT - HENDERSON	S127899571.001	229.42
W1	02006904	06/12/2025	DESERT PIPE & SUPPLY	1104611	4219000	FAUCETS - FREEDOM DOG PARK	0017021610	989.10
W1	02006904	06/12/2025	DESERT PIPE & SUPPLY	1104611	4219000	R/M PLUMBING SUPPLIES - PARKS	0017036080	271.28
W1	02006905	06/12/2025	DOKKEN ENGINEERING	2134359	4400100	MAR25 ENG SVCS BPMP	48916	2,862.50

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W1	02006905	06/12/2025	DOKKEN ENGINEERING	2134359	4400100	APR25 ENG SVCS BPMP	49204	2,855.00
W1	02006906	06/12/2025	EISENHOWER MEDICAL CENTER	1104210	4390400	24/25 MEDICAL EXAMINATIONS RSO	T250600004	1,200.00
W1	02006907	06/12/2025	ENGINEERING RESOURCES	2354270	4400100	APR25 ENG SRVS - FS102	61421	5,124.45
W1	02006908	06/12/2025	FIND FOOD BANK	2364195	4309000	MY25 FIND T1 SB1383	397924	2,416.66
W1	02006908	06/12/2025	FIND FOOD BANK	2364195	4309000	MY25 FIND T2 SB1383	397923	4,375.00
W1	02006909	06/12/2025	FRONTIER COMMUNICATIONS INC	2524662	4365000	JUNE25-LIBR EMERGENECY LINE	7603410732-JUN25	50.57
W1	02006910	06/12/2025	FSI TECH	2520000	1430100	Palo Alto Renewal LIB FY2526	INV-4556	568.33
W1	02006910	06/12/2025	FSI TECH	2524662	4362001	Palo Alto Renewal LIB FY2425	INV-4556	51.67
W1	02006911	06/12/2025	GLS US	1104110	4366000	Brooke Stjerne Postage 4/1/25	5483302	6.69
W1	02006911	06/12/2025	GLS US	1104111	4366000	Caliba, Inc. Postage 1/14/25	5441441	7.53
W1	02006912	06/12/2025	GOODWIN, SHELBY	1104417	4312500	F&B - Coffee w/ Mayor 6/04 SG	SHELBY REIM 6.4	24.24
W1	02006912	06/12/2025	GOODWIN, SHELBY	1104417	4312500	F&B - Coffee w/ Mayor 6/04 SG	SHELBY REIM 6.4	21.98
W1	02006912	06/12/2025	GOODWIN, SHELBY	1104416	4306101	May Concerts F&B 5/29/25	MAYCONCERTWALMAR	15.98
W1	02006912	06/12/2025	GOODWIN, SHELBY	1104416	4306101	May Concerts F&B 5/29/25	WHICH WICH 529	138.00
W1	02006912	06/12/2025	GOODWIN, SHELBY	1104416	4306101	May Concerts-Cup/Tumblers 5/29	4IMPRINT CUPS	885.82
W1	02006913	06/12/2025	HAMMER PLUMBING AND PUMPING	1104611	4331000	CAHUILLA RESTROOM PUMP SRV	33758-1	395.00
W1	02006914	06/12/2025	HF&H CONSULTANTS LLC	2364195	4309000	AP25 SOLID WASTE/RECYCLE SVCS	9722144	14,868.50
W1	02006915	06/12/2025	HORIZON LIGHTING INC.	2304220	4331000	R/M ELECT/LIGHT - FS #71	INV12527	2,315.22
W1	02006915	06/12/2025	HORIZON LIGHTING INC.	2304220	4331000	R/M ELECT/LIGHT - FS #33	INV15339	426.73
W1	02006915	06/12/2025	HORIZON LIGHTING INC.	2304220	4331000	R/M ELECT/LIGHT - FS #33	INV15533	415.75
W1	02006916	06/12/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	S/W COR CC WSH-4/25-5/27	50155642-MY25	128.77
W1	02006916	06/12/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	S/W COR CC WSH-4/25-5/27	50155645-MY25	25.63
W1	02006917	06/12/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4337001	R/M IRRIG SUPPLIES - MEDIANS	0020847374-001	870.22
W1	02006917	06/12/2025	IMPERIAL SPRINKLER SUPPLY	1104611	4219000	IRRIG SUPPLIES - FREEDOM DP	0020508233-002	160.01
W1	02006917	06/12/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4219000	IRRIG SUPPLIES - COOK	0020970903-001	651.21
W1	02006917	06/12/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4219000	R/M IRRIG SUPPLIES - COOK	0020941790-001	678.61
W1	02006918	06/12/2025	JACOBSSON ENGINEERING	2130000	2060000	RTNT 24251309 / C47680	376-002-RTNT	-11,548.56

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006918	06/12/2025	JACOBSSON ENGINEERING	2134311	4332000	El Paseo Curb Ramp Modificatin	376-002	230,971.13
W1	02006919	06/12/2025	KNORR SYSTEMS INC	2424549	4331101	AP25 PM POOL PUMP - PDAC	267654	2,970.00
W1	02006920	06/12/2025	LOCK SHOP INC.	1104611	4219000	LOCKS - HOVLEY SOCCER PARK	BB10564096	29.56
W1	02006920	06/12/2025	LOCK SHOP INC.	1104611	4219000	KEYS - FREEDOM PARK	BB10564077	39.75
W1	02006921	06/12/2025	LOWE'S HOME CENTERS INC.	1104340	4219000	SMALL TOOLS - FACILITIES	998309	108.37
W1	02006921	06/12/2025	LOWE'S HOME CENTERS INC.	2304220	4404000	APPLIANCE DISHWASHER - FS#33	998243	1,586.38
W1	02006921	06/12/2025	LOWE'S HOME CENTERS INC.	1104330	4219000	SHOP SUPPLIES - CY HOOKS/SOAP	980058-041725	314.93
W1	02006921	06/12/2025	LOWE'S HOME CENTERS INC.	1104330	4219000	OFFICE SUPPLIES - CY CAN/PLANT	983122-041825	86.05
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt El Paseo-Supplies	AMAZON 5.27	76.86
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt El Paseo-Supplies	AMAZON 5.25	123.98
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt El Paseo F&B	SMART FINAL 5.27	124.92
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt El Paseo - Supplies	FIVE BELOW 5.23	16.31
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt El Paseo - Supplies	DOLLAR TREE 5.27	28.32
W1	02006922	06/12/2025	MAGER, VANESSA	1104416	4306101	Putt Putt ElPaseo F&B/Supplies	WALMART 5.28	62.25
W1	02006923	06/12/2025	MOLINA, AMBER	1104154	4312101	F&B PDU 05/28/2025-COSTCO	1705461872851431	97.65
W1	02006924	06/12/2025	MOLLER'S GARDEN CENTER	2304220	4219000	CEREMONY SUPPLIES - FS 102	637905	172.56
W1	02006925	06/12/2025	OLIVARES, DAMIAN	1104111	4311500	CRA Prep MILE 3/25-26 DO	MILEAGE 5.25.25	148.40
W1	02006925	06/12/2025	OLIVARES, DAMIAN	1104111	4312000	CRA Prep PRDM 3/25-26 DO	MIE 3.25.2025	129.00
W1	02006925	06/12/2025	OLIVARES, DAMIAN	1104111	4312000	CRA Prep LDG 3/25-26 DO	LDG 5.25.2025	158.69
W1	02006926	06/12/2025	PALM PLAZA CLUB CENTER LLC	4004159	4219100	EMERG GRANT - PALM PLAZA CLUB	EMERREIMB-PALMPL	48,545.00
W1	02006927	06/12/2025	PALM SPRINGS POWER BASEBALL	1104800	4306201	Sponsorship PS Power Baseball	7369	2,500.00
W1	02006928	06/12/2025	PEAC SOLUTIONS	1104190	4342000	5/20-6/19 XEROX LEASE	40563756	208.77
W1	02006929	06/12/2025	PEAC SOLUTIONS	2524662	4342000	5/14-6/13 XEROX LEASE LIBR	40547644	435.89
W1	02006930	06/12/2025	PENTA, RYLAND	1104417	4312500	F&B - Coffee w/ Mayor 6/04 RP	RPENT REIM6.4.25	66.00
W1	02006931	06/12/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP J BELTRAN 5/23/25	17205	1,121.27
W1	02006931	06/12/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP G AHUMADA 5/30/25	17227	868.08
W1	02006931	06/12/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 5/30/25	17228	1,365.24

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W1	02006932	06/12/2025	QUALITY OFFICE FURNISHINGS INC	4504161	4400100	CUBICLE ACCESSORIES	13257_2773-CPD	5,746.18
W1	02006933	06/12/2025	RETAIL COACH LLC	1104430	4309000	Retail Mkt Analysis Svc 5/25	5658	3,333.33
W1	02006933	06/12/2025	RETAIL COACH LLC	1104430	4309000	Retail Mkt Analysis Svc 6/25	5685	3,333.33
W1	02006934	06/12/2025	RM BROADCASTING LLC	1104417	4322200	MY25 Concerts Ads-Kool 95.9FM	CC-1250535413	1,500.00
W1	02006934	06/12/2025	RM BROADCASTING LLC	1104417	4322200	MY25 Concerts Ads - KMRJ - FM	CC-1250535409	700.00
W1	02006934	06/12/2025	RM BROADCASTING LLC	1104417	4322200	MY25 Concerts Ads - KRHQ-FM	CC-1250535415	1,750.00
W1	02006934	06/12/2025	RM BROADCASTING LLC	1104417	4322200	MY25 Concert Ads - KPLM-FM	CC-1250535412	1,050.00
W1	02006935	06/12/2025	SKYLINE SAFETY AND SUPPLY	1104611	4219000	SAFETY SUPPLIES - PARKS	9340	330.99
W1	02006935	06/12/2025	SKYLINE SAFETY AND SUPPLY	1104310	4219000	R/M AQUAPHALT - STREETS	9244	3,873.50
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	4254430	4395000	JU25 iHUB/ERC SCE UTIL	700423102627JU25	2,042.91
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2304220	4351400	FIRESTATION 33, 67, 71	700028290904MY25	5,870.93
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	4254430	4351400	72880 HIGHWAY 111 SEARS BLDG	700780412029MY25	2,879.86
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(14) SHEPHERD N/O CHINOOK	700413950271MY25	14.97
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(16) A STREET S/O 42ND	700413950271MY25	28.83
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(21) DAISY/SHEPARD	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(28) ALPINE / SHEPHERD	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(29) (SHEPARD LANE / SCHOLAR L	700413950271MY25	28.83
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(32) (JERI LANE)	700413950271MY25	14.97
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(33) SHEPARD /PORTOLA	700413950271MY25	14.97
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(34) PETUNIA LL (WINDFLOWER/SH	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(35) COLLEGE VIEW LLL (ACAD/SH	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	TRAFFIC LAMPS LS-2	700524045271MY25	331.24
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	42991 1/2 SAN PABLO	700653799848MY25	116.72
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	42993 1/2 SAN PABLO	700653808235MY25	14.98
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104340	4351400	73510 FW CITY HALL	700116008610MY25	8,870.96
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104344	4351400	45480 PORTOLA CC	700418878578MY25	1,403.60
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104610	4351400	73710 FW PUMPSTATION	700169234934MY25	7,834.45

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W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104611	4351400	73510 FW PARKS	700530811124MY25	1,954.45
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	43980 1/2 SAN PABLO RD	700339281893MY25	11,936.35
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	43556 1/2 SAN PABLO	700654070741MY25	204.24
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	72573 1/2 HWY 111 ENTRADA	700822737068MY25	14.98
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104800	4388500	72577 HWY 111 ARTIST CENTER	700964822971MY25	548.98
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	1104800	4388500	72567 HIGHWAY 111 ARTIST CTR	700773993861MY25	1,279.10
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2724374	4351400	(6) PARKVIEW ESTATES	700413950271MY25	455.49
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2734680	4351000	(3) DESERT MIRAGE (38601 COOK)	700017585033MY25	17.61
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2734680	4351400	(7) DESERT MIRAGE/COOK	700413950271MY25	72.83
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2734681	4351400	(8) SANDCASTLES	700413950271MY25	165.51
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2734682	4351000	(4) PRIMROSE (75530 HOVLEY)	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2734682	4351400	(12) HOVLEY/HEMMINGWAY	700413950271MY25	19.52
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754643	4351400	(25) DIAMONDBACK	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754680	4351000	(21) MONTEREY MEADOWS (73100 H	700017585033MY25	14.29
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754680	4351400	(1) MONTEREY / MEAD. ASSMT	700413950271MY25	72.26
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754681	4351000	(20) THE GLEN (40730 M)	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754682	4351000	(18) HOVLEY ESTATES (40962 C /	700017585033MY25	31.70
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754683	4351000	(19) SONATA I (40794)	700017585033MY25	14.84
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754683	4351400	(3) SONATA-HOVLEY	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754684	4351000	(5) SONATA II (73500 HOVLEY)	700017585033MY25	15.10
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754684	4351400	(4) HOVLEY-POSADA-FONDA	700413950271MY25	29.93
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754685	4351000	(7) HOVLEY COLLECTION (73145 H	700017585033MY25	28.94
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754685	4351400	(10) HOVLEY COLLECTION	700413950271MY25	29.93
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754686	4351000	(8) LA PALOMA I (40970 A/73625	700017585033MY25	28.51
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754686	4351400	(13) AVE ARCADIA/HOVLEY	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754687	4351000	(10) LA PALOMA II (40970 ROSAR	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754687	4351400	(17) AVE. ROSARIO/HOVLEY	700413950271MY25	14.42

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W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754693	4351000	(14) LA PALOMA III (40741 SOLA	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754694	4351000	(11) SANDPIPER (40751 / 40972)	700017585033MY25	28.94
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754694	4351400	(22) HOVLEY LN/SANDPIPER	700413950271MY25	14.41
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754695	4351000	(12) SANDPIPER WEST (40753 / 4	700017585033MY25	28.94
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754695	4351400	(23) HOVLEY LN/SANDPIPER W	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754696	4351000	(13) HOVLEY WEST (40762 HOV)	700017585033MY25	15.10
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754696	4351400	(24) 40764 HOVLEY CT	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2754697	4351400	(18) PALM CT/HOVLEY LN	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2764374	4351000	(1) CANYON COVE (CALLIANDRA)	700017585033MY25	34.13
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2764374	4351400	(2) HAYSTACK LIGHTING DIST.	700413950271MY25	33.03
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2774373	4351400	(22) PRESIDENTS PLAZA E/W	700017585033MY25	2,351.36
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2784374	4351000	(2) VINEYARDS (43430 STONY)	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2784374	4351400	(5) VINEYARDS	700413950271MY25	119.15
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2814374	4351000	(6) THE GROVE (44225 DEEP CYN)	700017585033MY25	26.03
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2814374	4351400	(9) GROVE (SILVER / ROYAL)	700413950271MY25	352.04
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2824373	4351400	(15) PRESIDENTS PLAZA III (731	700017585033MY25	157.13
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2824373	4351400	(23) PRESIDENTS PLAZA III (731	700017585033MY25	69.37
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2834374	4351000	(17) PORTOLA PLACE (44221)	700017585033MY25	14.47
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2854374	4351000	(9) KAUFMAN/BROAD (73502 FS)	700017585033MY25	15.61
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2854374	4351400	(19) FRANK SINATRA W/O PORTOLA	700413950271MY25	29.93
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2874374	4351400	(20) COLLEGE VIEW/SHEPPARD	700413950271MY25	28.83
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2874681	4351400	(30) SUNDANCE W (KOKOPELLI / S	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2874682	4351400	(26) PETUNIA I (PETUNIA / SHEP	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2874682	4351400	(27) PETUNIA I (W PETUNIA/SHEP	700413950271MY25	14.42
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2874683	4351400	(31) SUNDANCE E (CHINOOK / SHE	700413950271MY25	14.97
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2994374	4351000	(16) PALM DESERT CC (77925 STA	700017585033MY25	20.01
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2994374	4351400	(11) PDCC (76520 CALIFORNIA)	700413950271MY25	3,218.32

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W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	2994374	4351400	(15) MICHIGAN / CA	700413950271MY25	104.39
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW DR STE 116	700339417188MY25	298.38
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73720 FW STE 100A	700066496069MY25	1,724.31
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW STE200	700835292306MY25	1,780.48
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW DR STE 120	700949393204MY25	309.72
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369601	73710 FW STE204	700905148268MY25	259.12
W1	02006936	06/12/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369800	72559 HWY 111 UNIT A	700044643888MY25	1,006.84
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2300000	2060000	RTNT - FS 67 RESTROOM	RTNT-PP003	-4,358.11
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2300000	2060000	REL RTNT - FS 67 BATHROOM RENO	RELRET-MFA00030	15,319.96
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2304220	4400100	FS #67 - RESTROOM RENOVATION	PP003	57,704.00
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2304220	4400100	CO#1 - LEAD ABATEMENT	PP003	23,317.40
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2304220	4400100	CO#2 - MOLD REMEDIATION	PP003	4,002.00
W1	02006937	06/12/2025	SOUTHERN PACIFIC CONSTRUCTION	2304220	4400100	CO#3 - SPEAKER RELOCATION	PP003	2,139.00
W1	02006938	06/12/2025	STATE WATER RESOURCES CONTROL	4204370	5000454	DREDGE APP FEE HAYSTACK CHNNEL	CDR00003-2025	4,212.00
W1	02006939	06/12/2025	SUPERIOR PAVEMENT MARKINGS INC	2130000	2060000	RTNT 24251732 / C48710	20537-RTNT	-7,919.75
W1	02006939	06/12/2025	SUPERIOR PAVEMENT MARKINGS INC	2134317	5000908	HSIP Crosswalk Const May25Svcs	20537	158,395.00
W1	02006940	06/12/2025	SUSTAINOVATION LLC	1104154	4309000	Train &Development 3rd Session	20250513	1,840.00
W1	02006941	06/12/2025	ULINE INC	1104611	4219000	SIGNAGE - HOVLEY MESSAGE CTR	192841206	739.72
W1	02006942	06/12/2025	WAXIE	1104344	4219000	JANITORIAL SUPPLIES - PCC	83240608	289.60
W1	02006943	06/12/2025	XPRESS GRAPHICS	1104250	4309000	MAILERS - LIVING DSRT TRAF STD	25-70952	463.94
W1	02006943	06/12/2025	XPRESS GRAPHICS	1104300	4361000	POSTER - NATIONAL PW WEEK	25-71075	111.66
W1	02006943	06/12/2025	XPRESS GRAPHICS	2524662	4390000	SRP Program Booklets	25-71189	702.36
W1	02006944	06/12/2025	ZERO9 HOLSTERS	1100000	2070200	Equipment for RSO- SALES TAX	INV#8724-B2B	-156.90
W1	02006944	06/12/2025	ZERO9 HOLSTERS	1104210	4304200	Equipment for RSO	INV#8724-B2B	1,810.05
W1	02006944	06/12/2025	ZERO9 HOLSTERS	1104210	4304200	Equipment for RSO- SALES TAX	INV#8724-B2B	156.90

City of Palm Desert
Check Register
6/12/2025 - 6/12/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
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<div>Audited and Found Correct</div> <div><div>Signed by:</div><div>Veronica Chavez</div><div>BE46F4F325A4A2...</div></div> <div>Director of Finance</div>	<div>Examined and Approved</div> <div><div>Signed by:</div><div>Janet Chavez</div><div>DC37D0D20CC44D4...</div></div> <div>Mayor or Mayor Pro-Tem</div>	<div>Examined and Approved</div> <div><div>Signed by:</div><div>Chris Escobedo</div><div>437BBF489E4E43B...</div></div> <div>City Manager</div>	<div>Total For Bank ID - W1</div> <div>3,430,136.78</div>
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CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Skky Wolkowicz, Management Analyst

SUBJECT: MAY 2025 PROCUREMENT REPORT

RECOMMENDATION:

Receive and file the monthly Procurement Report for May 2025.

BACKGROUND/ANALYSIS:

The monthly procurement report documents procurement activities for the City of Palm Desert for the month ending May 30, 2025, pursuant to the Purchasing Policy.

FINANCIAL IMPACT:

There is no financial impact with this action.

ATTACHMENTS:

Procurement Report for May 2025

City of Palm Desert
May, 2025 Procurement Report

Palm Desert Muni Code Chapar 3.30 - Purchasing System and Public Works Contracts

3.30.050-3.30.090	- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by Department Head in best interest of the City up to \$10,000.
	- Annual recurring contracted services, technology, and/or goods exception list may be approved by Finance Director not to exceed \$25,000.
	- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by City Manager in best interest of the City up to \$75,000.
	- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by City Manager in best interest of the City up to \$250,000, if on approved vendor list.
	- Public projects, contracted services, professional services, and materials, supplies and equipment over \$250,000 must be approved by City Council.
	- City Council may authorize City Manager to approve change orders, amendments, and contingency payments as part of their recommendation.

Administrative Contract/Purchase Approval by City Manager or Designee					
Date	Vendor Name	Department	Amount	Document Type	Description/Reason
5/2/2025	Harris & Associates	Finance	50,000	Purchase Request Form	Professional Services/Housing Division Assessment
5/5/2025	A+ Window & Gutter Cleaning	Public Works	15,000	Change Order/Amendment Request	Additional funds requested for window cleaning, roof cleaning, and drain/gutter maintenance
5/5/2025	Horizon Lighting	Public Works	10,000	Change Order/Amendment Request	Additional work needed at Fire Station 33 & 67
5/5/2025	Desert Air Conditioning, Inc	Public Works	15,000	Change Order/Amendment Request	Additional repairs needed for aging HVAC units
5/5/2025	Sustainovation	Human Resources	6,260	Change Order/Amendment Request	Training and Development Sessions
5/6/2025	Hydrate HQ	Public Works	2,000	Change Order/Amendment Request	Increase in vendor fees for the rental of water machines
5/6/2025	BELFOR Property Restoration	Public Works	32,000	Task Order Request	Joe Mann Park Pedestrian Gate modifications
5/6/2025	Zumar Industries Inc.	Public Works	15,940	Purchase Request Form	Purchase 141 Street Name Signs
5/6/2025	ULINE	City Manager	1,025	Purchase Request Form	Purchase emergency management supplies for disaster preparedness
5/6/2025	ULINE	City Manager	10,073	Purchase Request Form	Purchase disaster preparedness supplies for the housing of animals in the event of an emergency
5/6/2025	Belfor	Public Works	133,012	Task Order Request	Enhance site security at the Corp Yard by increasing the height of the gates to 7 ft instead of 4 ft
5/7/2025	4IMPRINT INC	City Manager	1,000	Purchase Request Form	Purchase outreach merchandise for the Citizens on Patrol
5/7/2025	ZERO9 HOLSTERS	City Manager	1,968	Purchase Request Form	Purchase equipment for the Riverside County Sheriff's Department
5/7/2025	PATCHPANEL	City Manager	440	Purchase Request Form	Purchase uniform patch replacements for the Riverside County Sheriff's Department
5/7/2025	BUSHIDO TACTICAL LLC	City Manager	3,300	Purchase Request Form	Purchase 5 ballistic carriers for the Riverside County Sheriff's Department
5/7/2025	SAFE LIFE DEFENSE LLC	City Manager	4,400	Purchase Request Form	Purchase 5 uniform rifle plates for the Riverside County Sheriff's Department
5/12/2025	GLOBAL INDUSTRIAL EQUIPMENT	City Manager	26,430	Purchase Request Form	Purchase emergency management supplies for disaster preparedness
5/13/2025	Horizon Lighting, Inc.	Public Works	85,968	Purchase Request Form	Installation of the new emergency generator at the Palm Desert Aquatic Center
5/13/2025	Patton Door & Gate	Housing	15,000	Change Order/Amendment Request	Remove and replace gate motors at one quail place
5/13/2025	Frazer	CIP	4,335	Change Order/Amendment Request	Additional funds requested for required accessories for new paramedic unit
5/16/2025	Overdrive	City Manager	25,000	Change Order/Amendment Request	Additional funds for digital content catalog
5/18/2025	Joe A. Gonsalves & Son	City Clerk	36,000	Purchase Request Form	State Lobbying and Legislative Affairs Support
5/19/2025	United Rentals	Public Works	4,142	Purchase Request Form	Purchase a Rammer Tamper
5/20/2025	Full Traffic Maintenance	Public Works	4,995	Purchase Request Form	Purchase of regulatory traffic signs
5/20/2025	Proper Solutions	Public Works	22,000	Change Order/Amendment Request	Temporary administrative staff for public works
5/20/2025	Sustainovation	Human Resources	1,840	Change Order/Amendment Request	Training and Development Sessions
5/21/2025	Keyser Marston Associates	Economic Development	15,000	Purchase Request Form	Alessandra Feasibility Analysis Project
5/22/2025	Willdan Engineering	Building & Safety	75,000	Change Order/Amendment Request	Increase contract for supplement plan review and inspection services between Willdan,Veritas, & Interwest
5/22/2025	Bureau Veritas	Building & Safety	75,000	Change Order/Amendment Request	Increase contract for supplement plan review and inspection services between Willdan,Veritas, & Interwest
5/22/2025	Interwest Consulting Group	Building & Safety	75,000	Change Order/Amendment Request	Increase contract for supplement plan review and inspection services between Willdan,Veritas, & Interwest
5/22/2025	RAPID CONSULTING LLC	City Manager	4,000	Purchase Request Form	Purchase Rapid Radios for Emergency Preparedness
5/22/2025	READY ALLIANCE GROUP INC	City Manager	2,686	Purchase Request Form	Purchase emergency food supplies
5/28/2025	Skyline Safety and Supply	Public Works	10,000	Change Order/Amendment Request	Purchase reflective shirts, paint, and other miscellaneous street maintenance supplies
5/29/2025	Michael Baker International, Inc.	Public Works	55,390	Change Order/Amendment Request	Increase size of Civic Center Park Playground and include landscape and lighting in the project scope
5/29/2025	Selbert Perkins Design	Public Works	-	Change Order/Amendment Request	No cost time extension for the City Entry Monumnet Signs Project
5/29/2025	Crossfire Corp	Housing	19,800	Change Order/Amendment Request	Tankless water heater annual maintenance for One Quail place
5/30/2025	CBRE Advisory & Transaction Services	Public Works	20,000	Purchase Request Form	Professional Services for as-needed land appraisals and acquisition cost services
			879,004		

Contract/Purchase Approval by City Council					
Date	Vendor Name	Department	Amount	Document Type	Description/Reason
5/8/2025	Hermann Design Group	Economic Development	57,500	Amendment	Additional design for turf reduction on Mountain View and construction management services
5/22/2025	Park Consulting Group	Information Technology	299,880	Amendment	Additional compensation and time extension for consulting and project management services for the implementation of Clariti Land Management System
5/22/2025	V.M. Pool Repair and Service, Inc	Housing	20,000	Amendment	Additional pool services for FY 2024-25 at Palm Desert Housing Authority Properties
5/22/2025	Interwest Consulting Group, Inc	Development Services	-	Amendment	Extension of the contract term through December 31, 2025, with one additional one-year automatic extension
5/22/2025	Vintage Landscape	Public Works	605,520	Maintenance Services Agreement	Landscape Maintenance for Area No.16
5/22/2025	FG Creative	Economic Development	50,000	Amendment	Additional Marketing Services for El Paseo Parking and Business Improvement District
5/22/2025	American Asphalt South, Inc	Capital Projects	2,710,175	Construction Contract	2025 Slurry Seal Project
5/22/2025	American Landscape, Inc	Economic Development	1,942,685	Construction Contract	Turf Reduction and Landscaping Improvements on the Mountain View Course at Desert Willow Golf Resort
5/22/2025	Vance Corporation	Capital Projects	5,283,489	Construction Contract	El Paseo Street Rehabilitation Project
5/22/2025	Match Corporation	Capital Projects	3,055,696	Construction Contract	Eldorado Drive Rehabilitation Project
			14,024,944		
Total Contract Approvals			14,903,948		

Request for Proposals Posted during the Month					
Release Date	Project Manager	Department	Proposal Due Date	Project Name	Description
5/7/2025	Shawn Muir	Public Works	6/11/2025	Marketing Services for the Palm Desert Aquatic Center	Comprehensive Marketing Services for the Palm Desert Aquatic Center
5/16/2025	Randy Chavez/Chris Gerry	Public Works	6/17/2025	Nuisance Soil Removal Project	Remove and dispose of approximately 12,000 cubic yards of stockpiled soil
5/29/2025	Brad Chuck	Public Works	6/13/2025	Volleyball Court Sand Replacement Project	Removal and disposal of existing sand, transportation of removed material to a specified location, and the supply and installation of West Coast Premium Top Dress Sand

These approvals are consistent with the Purchasing Policy and the FY 2024-25 Annual Budget.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 12, 2025

PREPARED BY: Michelle Nance, Acting Assistant City Clerk

SUBJECT: ADOPTION OF ORDINANCE 1429 ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178

RECOMMENDATION:

Adoption of Ordinance No. 1429 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178."

BACKGROUND/ANALYSIS:

On February 27, 2025, the City Council unanimously introduced Ordinance No. 1427 for first reading. This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

FINANCIAL IMPACT:

There is no direct financial impact with this action.

ATTACHMENTS:

1. Ordinance No. 1429

ORDINANCE NO. 1429

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178

WHEREAS, the California Department of Forestry and Fire Protection (“CAL FIRE”), pursuant to Government Code Section 51178, has updated and transmitted revised Fire Hazard Severity Zone (FHSZ) maps for areas within Local Responsibility Areas (LRAs); and

WHEREAS, Government Code Sections 51175 through 51189 require local jurisdictions to adopt these maps by ordinance and apply applicable building standards for new construction in designated Very High Fire Hazard Severity Zones, as set forth in the California Building Code and California Fire Code; and

WHEREAS, adoption of the FHSZ map will help reduce wildfire risks through appropriate land-use planning, code enforcement, and community protection standards, thereby enhancing the safety and resilience of the Palm Desert community; and

WHEREAS, the City of Palm Desert wishes to adopt the FHSZ map as recommended by CAL FIRE to comply with state law and promote the public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council finds the following:

1. Notice of the public hearing was published twice, with at least five (5) days intervening between each publication on May 30, 2025, with a second notice published on June 6, 2025, the first date being at least ten (10) days prior to the date of the public hearing.
2. The duly noticed public hearing was held, and all oral and written presentations regarding the adoption of Fire Hazard Severity Zones were heard and considered.
3. The City of Palm Desert hereby adopts the Fire Hazard Severity Zones as presented in the map titled: “City of Palm Desert Fire Hazard Severity Zones Map,” prepared and published by CAL FIRE as reflected in **Exhibit A**. This map shall serve as the official FHSZ designation within the City’s Local Responsibility Area.

SECTION 3. PUBLIC ACCESS TO OFFICIAL MAP. The adopted Fire Hazard Severity Zones map shall be available for public inspection: At the Office of the City Clerk, 73-510 Fred Waring Drive, Palm Desert, CA 92260; and online at the City's official website.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective thirty (30) days from its adoption.

SECTION 5. PUBLICATION. The City Clerk of the City of Palm Desert, California, is hereby directed to publish this ordinance in the Desert Sun, a Newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1429 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on June 12, 2025, and adopted at a regular meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst

SUBJECT: APPROVAL OF A FIVE-YEAR FIRE SERVICES COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND EMERGENCY MEDICAL SERVICES

RECOMMENDATION:

1. Approve the proposed Five-Year Cooperative Agreement with the Riverside County Fire Department, effective July 1, 2025, through June 30, 2030, for the continued provision of fire protection, rescue, In-house fire marshal, hazardous materials mitigation, and emergency medical services within the City of Palm Desert.
2. Authorize the City Manager to execute the Cooperative Agreement and any future amendments that do not result in material changes to service levels or exceed adopted budget appropriations.

BACKGROUND/ANALYSIS:

The City of Palm Desert contracts with the Riverside County Fire Department (County), operating under the authority of the County through a Cooperative Fire Programs Agreement with the California Department of Forestry and Fire Protection (CAL FIRE). This structure enables the County to deliver coordinated fire and emergency medical services throughout the region, with CAL FIRE responsible for staffing, management, and day-to-day operations in Palm Desert.

The City's current one-year cooperative agreement, approved on June 13, 2024, is set to expire on June 30, 2025. The proposed five-year agreement, effective July 1, 2025 through June 30, 2030, continues this long-standing partnership and supports enhanced long-term planning, regional alignment, and service sustainability. Other contract cities within Riverside County have similarly adopted multi-year agreements to strengthen operational continuity.

There are currently four fire stations in operation in Palm Desert—Stations 33, 55, 67, and 71. Under the proposed agreement, the City will fund 69 full-time personnel, which includes suppression, EMS, and two dedicated in-house Fire Marshal positions. The City also funds a medic unit stationed at Indian Wells Station 55, as part of its participation in the Cove Communities Services Agreement with Indian Wells and Rancho Mirage. The Cove Communities also pays for Fire Engine 33. Fire Engine 102 will come online following the completion of construction of Station 102, and operational costs will be shared with the County.

In calendar year 2024, Palm Desert fire and EMS units responded to 11,638 total incidents, including 11,536 jurisdictional calls. EMS represented the majority of service demand, with 4,964 ambulance transports provided from Palm Desert

City of Palm Desert
Five-Year Cooperative Agreement with the Riverside County Fire Department

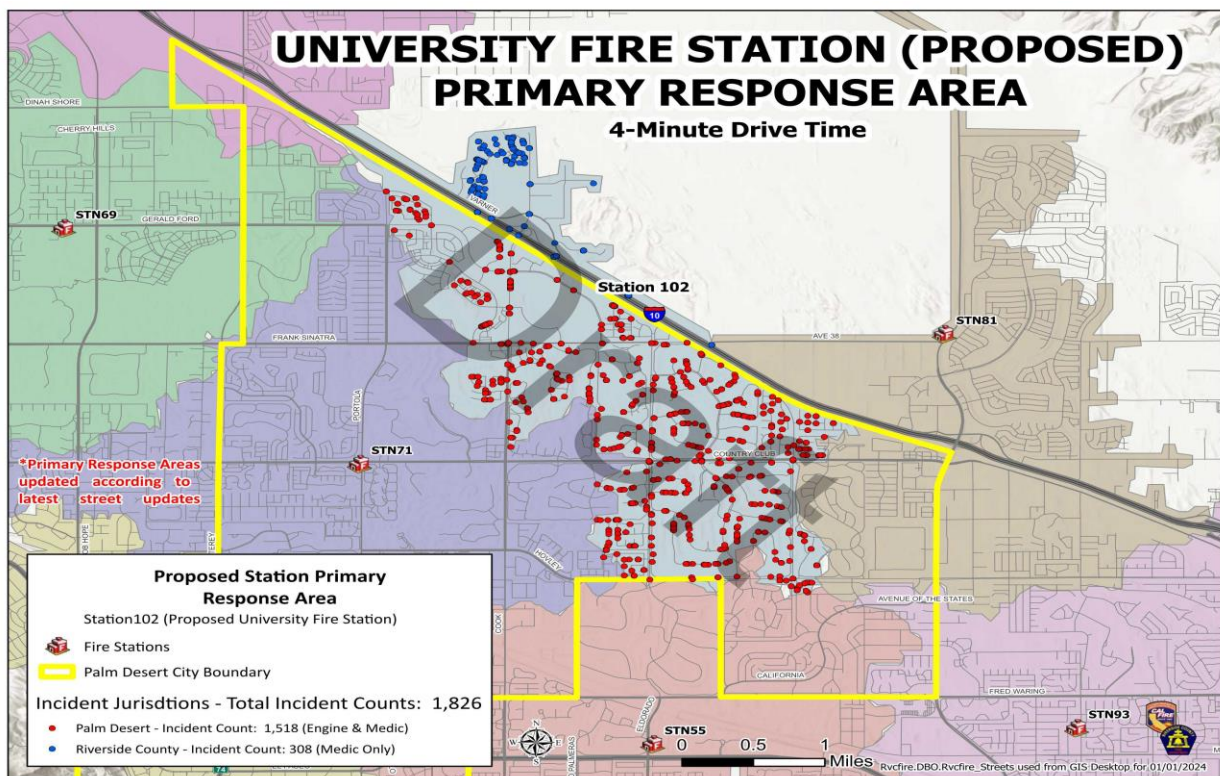
Calls for Service			Average Response Times
Year	Incident Total GIS*	Incident Total Jurisdictional*	Code 2 & Code 3 Incidents
2024	11,638	11,536	4.02
2023	11,507	11,389	4.15
2022	10,926	10,865	4.28
2021	10,167	10,068	4.16

*Code 2: Respond to the call with lights only. Code 3: Respond to the call using lights or sirens.

The average response time for all emergency and non-emergency calls requiring a fire or medical response was 4.02 minutes.

Fire Station 71, located at Portola Avenue and Country Club Drive, remains the City's highest-volume station, handling more than half of the City's total calls in previous years. To relieve this demand and enhance citywide response capabilities, Fire Station 102 is scheduled to open during the first year of this agreement term. Its staffing and operating costs are incorporated into the proposed five-year plan.

A service area map is included below to illustrate the anticipated response zone for Station 102. Strategically located in Palm Desert's central corridor, the new station will significantly reduce response times in the surrounding neighborhoods and help balance operational load across the City's other four stations.



The construction and staffing of Station 102 is made possible through funding from Measure G, the voter-approved one-cent sales tax increase passed in November 2024. Measure G was adopted to support key public safety and infrastructure investments, including the design, buildout, and activation of Fire Station 102. This additional revenue stream enables the City to expand fire services while maintaining financial stability and ensuring adequate emergency coverage for a growing population.

Fire Marshal Services and Integration into City Operations

As part of this agreement, the City will transition Fire Marshal services (Exhibit D) from County oversight to in-house management. This strategic shift aligns with recent upgrades to the City's permitting and compliance systems and supports the Council's broader goal of achieving fire prevention by design.

Currently, fire prevention activities—including plan review, code compliance inspections, and permitting—are managed externally and operated outside of the City's standard workflows. This structure limited coordination across departments and added complexity for businesses, developers, and residents. By bringing these services in-house, Palm Desert will enhance service efficiency, improve regulatory oversight, and integrate life safety practices across all stages of development and operations.

The in-house model will consist of a fully staffed Fire Prevention Division, including two full-time Fire Marshal positions. These positions will be supported by Deputy Fire Marshal-level leadership and Fire Safety Specialists, enabling a comprehensive and scalable fire prevention program that serves both regulatory and community safety needs.

Fire Marshal and Fire Safety Specialist Responsibilities

The in-house Fire Marshal team, including Deputy Fire Marshals and Fire Safety Specialists, will be responsible for delivering comprehensive fire prevention services to ensure code compliance, community safety, and effective coordination with stakeholders.

Core Responsibilities:

- Conduct day-to-day plan reviews and field inspections for new development, construction projects, annual business operations, multi-family residences, cannabis facilities, and special events.
- Evaluate building and system designs for compliance with fire and life safety codes, including fire suppression systems, fire alarms, hydrant placement, access, and water supply requirements.
- Perform state-mandated inspections pursuant to California Health and Safety Code §§ 13146.1, 13146.2, 13146.3, 13217, and 13235.

City of Palm Desert
Five-Year Cooperative Agreement with the Riverside County Fire Department

- Lead fire code enforcement, recommend updates to City ordinances, and interpret fire codes to support compliance and resolve complex safety issues.
- Respond to fire safety complaints and serve as a technical resource to applicants during the permitting and construction process.
- Provide oversight of fire prevention programs, including policy development, interagency coordination, and support to development review teams.
- Manage operational activities such as staff scheduling, training, and preparation of reports to ensure consistency and efficiency across local and regional jurisdictions.

This integrated team approach enhances responsiveness, streamlines permitting, and ensures a consistent application of fire safety standards citywide. The proposed in-house Fire Marshal model will launch with two full-time positions, collectively responsible for managing an estimated 500 plan reviews and 1,000 inspections per year.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Strategic Plan:

This item relates to the Public Safety and Emergency Services section of the Palm Desert Strategic Plan, specifically under Priority 1: Enhance the delivery of public safety services. The priority's strategy is to expand the existing services provided by the fire and police departments to address future growth and safety concerns. This cooperative agreement continues the tradition of providing excellent fire protection, emergency medical, and related services to the community.

FINANCIAL IMPACT:

The costs for the 5-year agreement are reflected in the Budget for Fiscal Year 2025-26. The following outlines the revised cost estimate for Fire Services during the next five years. Budgets have been included and are sufficient, with the support of Measure G revenue, to cover this request in Fire Fund Account No. 2304220-4304500. There is no additional impact to the General Fund with this action.

Proposed Cost Estimate	2025-26	2026-27	2027-28	2028-29	2029-30
Staffing	\$14,844,675	\$18,310,692	\$19,226,227	\$20,187,538	\$21,196,915
Fire Marshall & Specialist	\$440,916	\$462,962	\$486,110	\$510,416	\$535,936
Support	\$4,859,428	\$4,954,903	\$5,202,648	\$5,462,781	\$5,735,920
Direct Charges	\$1,365,442	\$1,365,442	\$1,365,442	\$1,365,442	\$1,365,442
Other Engine Use	\$130,050	\$130,050	\$130,050	\$130,050	\$130,050
Total Ops	\$21,640,511	\$25,224,049	\$26,410,477	\$27,656,226	\$28,964,262
Truck #33 (Gross)	\$3,736,177	\$3,922,986	\$4,119,135	\$4,325,092	\$4,541,346
Truck #102 (Gross)	\$467,022	\$2,942,239	\$3,089,351	\$3,243,819	\$3,406,010
Total Budget for Rivco Fire	\$25,843,710	\$32,089,274	\$33,618,963	\$35,225,137	\$36,911,619

These cost estimates will be reviewed and updated annually during the budget process to ensure alignment with the most current data and funding allocations.

ATTACHMENTS:

1. Palm Desert Cooperative Agreement

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL,
HAZMAT, AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PALM
DESERT**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2025, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY"), and the City of Palm Desert, a municipal corporation (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code section 55600 et seq. and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the County Board of Supervisors, or his/her designee (hereinafter referred to as "Chief"), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A," attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee, and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY via the Cooperative Agreement between the COUNTY and CAL FIRE.

C. The Chief Deputy of County Fire shall be the COUNTY Contract Administrator and is the liaison for the administration of this agreement.

D. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein. This flexibility shall include, but is not limited to, staffing challenges and equipment availability. The CITY shall be notified of any changes in classifications provided that differ from the Exhibit "A."

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days' written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) the total amount of increase or decrease; (2) the effective date of the increase or decrease; (3) the number of employees, by classification, affected by the proposed increase or decrease; and (4) the date the notice is sent to COUNTY. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section 51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Riverside County Board of Supervisors, Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the

actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Riverside County Board of Supervisors, Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and the appropriate amendment(s) to Exhibits "A," "C," and "D" approved by the parties hereto.

E. Chief Deputy of County Fire, as the COUNTY Contract Administrator, is authorized to negotiate and execute any amendments to Exhibit "A", Exhibit "C", or Exhibit "D" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A," "C," or "D" on behalf of CITY.

F. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" Payment for Services Additional Terms are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshal Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure or is requested by the CITY, the COUNTY Fire Chief or Chief Deputy of County Fire may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding Fire Marshal services. In the event the CITY elects not to fund direct Fire Marshal personnel services outlined in Paragraph H (Exhibit "D"), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance No. 671 (Establishing Consolidated Fees for Land Use and Related Functions). Any services not provided for under Ordinance No. 671 will be at a cost to the CITY based upon the COUNTY-approved productive hourly rate for cost recovery.

K. In the event that a COUNTY-owned squad, aerial apparatus, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy of County Fire may allow use of a COUNTY squad, aerial apparatus, patrol (Type VI), or light vehicle, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY squad, patrol (Type VI) or light vehicle based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates.

L. In the event that a CITY elects to fund additional COUNTY positions not associated with Fire Marshal services, the positions will be outlined in the Exhibit "A." Costs shall include, but are not limited to, IT, Communication, Uniforms, and general field supplies. All costs, including salaries and benefits, will be included in each quarterly invoice as outlined in Section III, Paragraph C.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2025, to June 30, 2030.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code section 55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code section 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code section 13052. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, County Ordinance No. 787.10, Section 5.D.2., and the California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150 et seq. as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Palm Desert from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7.)

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief or County Contract Administrator that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims that involve CAL FIRE employees, the claims shall be submitted to State of California Office of Risk and Insurance Management Department of General Services directly for processing.

SECTION XIV: ATTORNEYS' FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF PALM DESERT</u>
Riverside County Fire	City Manager
Chief Deputy of County Fire	City of Palm Desert
210 West San Jacinto Avenue	73–510 Fred Waring Drive
Perris, CA 92570	Palm Desert, CA 92260

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as a public agency, COUNTY is required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

SECTION XVII: ELECTRONIC SIGNATURE

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The parties further agree

that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SECTION XVIII: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF PALM DESERT

Dated: _____

By: _____
Jan C. Harnik, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Anthony J. Mejia, City Clerk

By: _____
Isra Shah, City Attorney

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dated: _____

By: _____

*Cooperative Fire Agreement
City of Palm Desert
July 1, 2025 to June 30, 2030*

Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

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EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2025/2026 THRU FY2029/2030

CITY BUDGET COST ESTIMATE (with Tax Credit)

FISCAL YEAR 2025/2026	\$8,141,433
FISCAL YEAR 2026/2027	\$11,407,203
FISCAL YEAR 2027/2028	\$12,555,704
FISCAL YEAR 2028/2029	\$13,759,115
FISCAL YEAR 2029/2030	\$15,022,695
TOTAL CITY BUDGET ESTIMATE FOR FY2025/2026 THRU FY2029/2030	<u>\$60,886,150</u>

CITY BUDGET COST ESTIMATE (without Tax Credit)

FISCAL YEAR 2025/2026	\$21,187,090
FISCAL YEAR 2026/2027	\$24,452,860
FISCAL YEAR 2027/2028	\$25,601,361
FISCAL YEAR 2028/2029	\$26,804,772
FISCAL YEAR 2029/2030	\$28,068,352
TOTAL CITY BUDGET ESTIMATE FOR FY2025/2026 THRU FY2029/2030	<u>\$126,114,435</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #33								
Medic Engine			552,726	2	477,887	2	537,508	2
Medic Unit			552,726	2			537,508	2
STA #67								
Medic Engine	314,369	1		309,825	1	716,831	3	268,754
Medic Unit			552,726	2			537,508	2
STA #71								
BLS Engine (July-Mar)	235,777	1	207,272	1	716,831	4	0	0
Medic Engine (Apr-Jun)	78,592	1	69,091	1	119,472	2	134,377	2
Annual Staff Count		1		1	3.5		0.5	0.5
Medic Unit			552,726	2			537,508	2
Medic Squad (Ends Apr 2026)			414,544	2			403,131	2
Squad Prorated Staff				1.5				1.5
STA #55								
Medic Unit			552,726	2			537,508	2
STN #102								
Medic Engine (Apr-Jun)	157,185	2	138,181	2			134,377	2
***County Funded	0*	1	0*	1			0*	1
Medic Unit (Apr-Jun)			207,272	3			201,565	3
CITY Annual Count		0.5		1.25				1.25
Fixed Relief			552,726	2	238,944	1	537,508	2
Vac. Relief-Engine			552,726	2			1,075,015	4
66-HR Workweek	314,369	1	1,105,451	4				
SUBTOTALS	1,100,293		6,010,890		2,269,966		5,442,264	
SUBTOTAL STAFF	4.5		22.75	1	9.5		21.25	59
DEPUTY FIRE MARSHAL (PCN 00XXXXXX)				239,654				239,654
FIRE SAFETY SPECIALIST (PCN 00XXXXXX)				201,261				201,261
								440,915

SUPPORT SERVICES **ESTIMATE** (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)	27,783	per assigned Staff **		1,588,059	57.16
Volunteer Program (Schedule B)	10,581	per Entity Allocation		10,581	1
Medic Program (Schedule C)	17,040	Medic FTE and	5,251	per Defib	21
Battalion Chief Support (Schedule D)	7,681	per Fire Station Staff		430,153	56
ECC Support (Schedule E)	42.54	per Call and	31,582	per Station	592,115
Fleet Support (Schedule F)	97,527	per Fire Suppression Equip		390,108	4
Comm/IT Support (Schedule G)	43.02	per Call and	31,935	per Station	598,832
Hazmat Support (Schedule I)	3,920.50	per Call and	11,663	per Station	71,456
SUPPORT SERVICES ESTIMATE SUBTOTAL				4,090,669	

DIRECT CHARGES

ESTIMATED FIRE MARSHAL PERSONNEL OPERATING COSTS

FIRE ENGINE USE AGREEMENT

43,350 each engine

TOTAL **ESTIMATED** CITY BUDGET

* PALM DESERT **ESTIMATED** FIRE TAX CREDIT

NET **ESTIMATED** CITY BUDGET

* STRUCTURAL FIRE TAXES

ESTIMATED REDEVELOPMENT PASS THRU

total contract transfer

TOTAL **ESTIMATED** TAX FUNDING

(4,154,889)

(9,843,446)

952,678

(\$13,045,657)

\$21,187,090

(13,045,657)

\$8,141,433

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

**(PCA 37102)

3.25	Fire Stations	59.00	Assigned Staff
11,507	Number of Calls	(3.00)	County Funded
21	Assigned Medic FTE	1.16	Battalion Chief Allocation
9	Monitors/Defibs	**	57.16 Total Assigned Staff
3.25	Hazmat Stations		
8	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 25/26 POSITION SALARIES TOP STEP

438,060	DEPUTY CHIEF	43,350	FIRE ENGINE
432,237	DIV CHIEF	27,783	SRVDEL
369,557	BAT CHIEF	10,581	VOL DEL
314,369	CAPT	17,040	MEDIC FTE
318,132	CAPT MEDIC	5,251	MEDIC MONITORS/DEFIBS REPLACEMENT
276,363	ENG	7,681	BC SUPPORT
309,825	ENG/MEDIC	31,582	ECC STATION
238,944	FF II	42.54	ECC CALLS
268,754	FF II/MEDIC	97,527	FLEET SUPPORT
150,349	ADMIN SVCS ANALYST II	31,935	COMM/IT STATION
126,332	ADMIN SVCS ASST	43.02	COMM/IT CALLS
239,654	DEPUTY FIRE MARSHAL	1,806	FACILITY STATION
178,120	EMERGENCY MEDICAL SERVICE SPEC	426.00	FACILITY FTE
137,794	EXECUTIVE ASSISTANT II	11,663	HAZMAT STATION
119,798	FIRE PERMIT TECHNICIAN	3,920.50	HAZMAT CALLS
140,079	FIRE PREVENTION TECHNICIAN	2,186	HAZMAT VEHICLE REPLACEMENT
201,261	FIRE SAFETY SPECIALIST		
183,598	FIRE SYSTEMS INSPECTOR		
110,917	OFFICE ASSISTANT III		
235,306	SUPERVISING FIRE MARSHAL		

*Cost Assumptions:

- All Salaries based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected increase of 10% to Safety & Non-Safety Staff and Support Services from previous FY24/25.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Impr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supplies
520800	Household Expense	522870	Other Medical Care Mat
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixed
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2026/2027

*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEER RS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #33								
Medic Engine			580,362	2	501,782	2	1,646,527	6
Medic Unit			580,362	2		564,383	2	1,144,745
STA #67								
Medic Engine	330,088	1		325,317	1	752,673	3	1,690,269
Medic Unit			580,362	2		564,383	2	1,144,745
STA #71								
Medic Engine	330,088	1	290,181	1	1,003,564	4		1,623,832
Medic Unit			580,362	2		564,383	2	1,144,745
STA #55								
Medic Unit			580,362	2		564,383	2	1,144,745
STN #102								
Engine 102	660,176	2	580,362	2		564,383	2	1,804,920
***County Funded	0*	1	0*	1		0*	1	0*
Medic 102			870,543	3		846,574	3	1,717,117
Fixed Relief			580,362	2	250,891	1	564,383	2
Vac. Relief-Engine			580,362	2		1,128,766	4	1,709,128
66-HR Workweek	330,088	1	1,160,724	4				1,490,811
SUBTOTALS	1,650,439		6,964,342		325,317	2,508,909	6,208,213	\$17,657,219
SUBTOTAL STAFF	6		25	1	10	23		65
DEPUTY FIRE MARSHAL (PCN 00XXXXXX)				249,241				249,241
FIRE SAFETY SPECIALIST (PCN 00XXXXXX)				211,324				211,324
FIRE SYSTEMS INSPECTOR (PCN 00XXXXXX)				192,778				192,778
								653,343
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)			29,172	per assigned Staff **			1,842,493	63.16
Volunteer Program (Schedule B)			11,110	per Entity Allocation			11,110	1
Medic Program (Schedule C)			17,892	Medic FTE and	5,514	per Defib	461,144	23
Battalion Chief Support (Schedule D)			8,065	per Fire Station Staff			500,053	62
ECC Support (Schedule E)			44.66	per Call and	33,161	per Station	646,592	
Fleet Support (Schedule F)			102,403	per Fire Suppression Equip			409,614	4
Comm/IT Support (Schedule G)			45.17	per Call and	33,532	per Station	653,923	
Hazmat Support (Schedule I)			4,116.52	per Call and	12,246	per Station	84,213	
SUPPORT SERVICES ESTIMATE SUBTOTAL							4,609,141	
DIRECT CHARGES							1,365,442	
ESTIMATED FIRE MARSHAL PERSONNEL OPERATING COSTS							37,664	3
FIRE ENGINE USE AGREEMENT				43,350	each engine		130,050	3
TOTAL ESTIMATED CITY BUDGET							\$24,452,860	
* PALM DESERT ESTIMATED FIRE TAX CREDIT							(13,045,657)	
NET ESTIMATED CITY BUDGET							\$11,407,203	
* STRUCTURAL FIRE TAXES				(4,154,889)				
ESTIMATED REDEVELOPMENT PASS THRU				(9,843,446)				
total contract transfer				952,678				
TOTAL ESTIMATED TAX FUNDING				(\$13,045,657)				

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

**(PCA 37102)

4	Fire Stations	65.00	Assigned Staff
11,507	Number of Calls	(3.00)	County Funded
23	Assigned Medic FTE	1.16	Battalion Chief Allocation
9	Monitors/Defibs	63.16	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 26/27 POSITION SALARIES TOP STEP

459,963	DEPUTY CHIEF	43,350	FIRE ENGINE
453,848	DIV CHIEF	29,172	SRVDEL
388,035	BAT CHIEF	11,110	VOL DEL
330,088	CAPT	17,892	MEDIC FTE
334,039	CAPT MEDIC	5,514	MEDIC MONITORS/DEFIBS REPLACEMENT
290,181	ENG	8,065	BC SUPPORT
325,317	ENG/MEDIC	33,161	ECC STATION
250,891	FF II	44.66	ECC CALLS
282,191	FF II/MEDIC	102,403	FLEET SUPPORT
157,866	ADMIN SVCS ANALYST II	33,532	COMM/IT STATION
132,649	ADMIN SVCS ASST	45.17	COMM/IT CALLS
249,241	DEPUTY FIRE MARSHAL	1,897	FACILITY STATION
187,026	EMERGENCY MEDICAL SERVICE SPEC	447.30	FACILITY FTE
144,684	EXECUTIVE ASSISTANT II	12,246	HAZMAT STATION
125,788	FIRE PERMIT TECHNICIAN	4,116.52	HAZMAT CALLS
147,083	FIRE PREVENTION TECHNICIAN	2,295	HAZMAT VEHICLE REPLACEMENT
211,324	FIRE SAFETY SPECIALIST		
192,778	FIRE SYSTEMS INSPECTOR		
116,463	OFFICE ASSISTANT III		
247,071	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Projected 5% salaries increase based on Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected 5% salaries increase based on Safety & Non-Safety Staff and Support Services from previous FY25/26.

FY 26/27 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Impr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supplies
520800	Household Expense	522870	Other Medical Care Materials
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixed
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2027/2028

*See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #33														
Medic Engine					609,380	2			526,871	2	592,602	2	1,728,853	6
Medic Unit					609,380	2					592,602	2	1,201,982	4
STA #67														
Medic Engine	346,592	1					341,582	1	790,306	3	296,301	1	1,774,782	6
Medic Unit					609,380	2					592,602	2	1,201,982	4
STA #71														
Medic Engine	346,592	1			304,690	1			1,053,742	4			1,705,024	6
Medic Unit					609,380	2					592,602	2	1,201,982	4
STA #55														
Medic Unit					609,380	2					592,602	2	1,201,982	4
STN #102														
Engine 102	693,184	2			609,380	2					592,602	2	1,895,166	6
***County Funded	0*	1			0*	1					0*	1	0*	3
Medic 102					914,070	3					888,903	3	1,802,973	6
Fixed Relief					609,380	2			263,435	1	592,602	2	1,465,417	5
Vac. Relief-Engine					609,380	2					1,185,204	4	1,794,584	6
66–HR Workweek	346,592	1			1,218,760	4							1,565,352	5
SUBTOTALS	1,732,961				7,312,559		341,582		2,634,355		6,518,623		\$18,540,080	
SUBTOTAL STAFF	6			25				1		10		23		65
DEPUTY FIRE MARSHAL (PCN 00XXXXXX)							264,219						264,219	1
FIRE SAFETY SPECIALIST (PCN 00XXXXXX)							221,891						221,891	1
FIRE SYSTEMS INSPECTOR (PCN 00XXXXXX)							202,417						202,417	1
													688,527	
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)				30,630	per assigned Staff **								1,934,618	63.16
Volunteer Program (Schedule B)				11,665	per Entity Allocation								11,665	1
Medic Program (Schedule C)				18,787	Medic FTE and			5,790	per Defib				484,201	23
Battalion Chief Support (Schedule D)				8,469	per Fire Station Staff								525,055	62
ECC Support (Schedule E)				46.90	per Call and			34,819	per Station				678,921	
Fleet Support (Schedule F)				107,524	per Fire Suppression Equip								430,095	4
Comm/IT Support (Schedule G)				47.43	per Call and			35,209	per Station				686,619	
Hazmat Support (Schedule I)				4,322.35	per Call and			12,859	per Station				88,424	
SUPPORT SERVICES ESTIMATE SUBTOTAL													4,839,598	
DIRECT CHARGES													1,365,442	
ESTIMATED FIRE MARSHAL PERSONNEL OPERATING COSTS													37,664	3
FIRE ENGINE USE AGREEMENT							43,350	each engine					130,050	3
TOTAL ESTIMATED CITY BUDGET													\$25,601,361	
* PALM DESERT ESTIMATED FIRE TAX CREDIT													(13,045,657)	
NET ESTIMATED CITY BUDGET													\$12,555,704	
* STRUCTURAL FIRE TAXES							(4,154,889)							
ESTIMATED REDEVELOPMENT PASS THRU							(9,843,446)							
total contract transfer							952,678							
TOTAL ESTIMATED TAX FUNDING							(\$13,045,657)							

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

**(PCA 37102)

4	Fire Stations	65.00	Assigned Staff
11,507	Number of Calls	(3.00)	County Funded
23	Assigned Medic FTE	1.16	Battalion Chief Allocation

9 Monitors/Defibs	**	63.16 Total Assigned Staff
4 Hazmat Stations		
8 Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 27/28 POSITION SALARIES TOP STEP

482,961	DEPUTY CHIEF	43,350	FIRE ENGINE
476,541	DIV CHIEF	30,630	SRVDEL
407,437	BAT CHIEF	11,665	VOL DEL
346,592	CAPT	18,787	MEDIC FTE
350,741	CAPT MEDIC	5,790	MEDIC MONITORS/DEFIBS REPLACEMENT
304,690	ENG	8,469	BC SUPPORT
341,582	ENG/MEDIC	34,819	ECC STATION
263,435	FF II	46.90	ECC CALLS
296,301	FF II/MEDIC	107,524	FLEET SUPPORT
165,760	ADMIN SVCS ANALYST II	35,209	COMM/IT STATION
139,281	ADMIN SVCS ASST	47.43	COMM/IT CALLS
264,219	DEPUTY FIRE MARSHAL	1,991	FACILITY STATION
196,377	EMERGENCY MEDICAL SERVICE SPEC	469.66	FACILITY FTE
151,918	EXECUTIVE ASSISTANT II	12,859	HAZMAT STATION
132,078	FIRE PERMIT TECHNICIAN	4,322.35	HAZMAT CALLS
154,438	FIRE PREVENTION TECHNICIAN	2,410	HAZMAT VEHICLE REPLACEMENT
221,891	FIRE SAFETY SPECIALIST		
202,417	FIRE SYSTEMS INSPECTOR		
122,286	OFFICE ASSISTANT III		
259,425	SUPERVISING FIRE MARSHAL		

*Cost Assumptions:

- Projected 5% salaries increase based on FY26/27 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY26/27 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY25/26.

FY 27/28 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Im
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2028/2029

*See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #33														
Medic Engine					639,849	2			553,214	2	622,232	2	1,815,296	6
Medic Unit					639,849	2					622,232	2	1,262,081	4
STA #67														
Medic Engine	363,922	1					358,661	1	829,822	3	311,116	1	1,863,521	6
Medic Unit					639,849	2					622,232	2	1,262,081	4
STA #71														
Medic Engine	363,922	1			319,924	1			1,106,429	4			1,790,275	6
Medic Unit					639,849	2					622,232	2	1,262,081	4
STA #55														
Medic Unit					639,849	2					622,232	2	1,262,081	4
STN #102														
Engine 102	727,844	2			639,849	2					622,232	2	1,989,925	6
***County Funded	0*	1			0*	1					0*	1	0*	3
Medic 102					959,773	3					933,348	3	1,893,122	6
Fixed Relief					639,849	2			276,607	1	622,232	2	1,538,688	5
Vac. Relief-Engine					639,849	2					1,244,464	4	1,884,313	6
66–HR Workweek	363,922	1			1,279,698	4							1,643,620	5
SUBTOTALS	1,819,609				7,678,187		358,661	2,766,072	6,844,554				\$19,467,084	
SUBTOTAL STAFF	6			25			1	10		23				65
DEPUTY FIRE MARSHAL (PCN 00XXXXXX)							277,430						277,430	1
FIRE SAFETY SPECIALIST (PCN 00XXXXXX)							232,985						232,985	1
FIRE SYSTEMS INSPECTOR (PCN 00XXXXXX)							212,538						212,538	1
													722,953	
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)				32,162	per assigned Staff **								2,031,349	63.16
Volunteer Program (Schedule B)				12,249	per Entity Allocation								12,249	1
Medic Program (Schedule C)				19,726	Medic FTE and		6,079	per Defib					508,411	23
Battalion Chief Support (Schedule D)				8,892	per Fire Station Staff								551,308	62
ECC Support (Schedule E)				49.24	per Call and		36,560	per Station					712,867	
Fleet Support (Schedule F)				112,900	per Fire Suppression Equip								451,599	4
Comm/IT Support (Schedule G)				49.80	per Call and		36,969	per Station					720,950	
Hazmat Support (Schedule I)				4,538.47	per Call and		13,502	per Station					92,845	
SUPPORT SERVICES ESTIMATE SUBTOTAL													5,081,578	
DIRECT CHARGES													1,365,442	
ESTIMATED FIRE MARSHAL PERSONNEL OPERATING COSTS													37,664	3
FIRE ENGINE USE AGREEMENT							43,350	each engine					130,050	3
TOTAL ESTIMATED CITY BUDGET													\$26,804,772	
* PALM DESERT ESTIMATED FIRE TAX CREDIT													(13,045,657)	
NET ESTIMATED CITY BUDGET													\$13,759,115	
* STRUCTURAL FIRE TAXES							(4,154,889)							
ESTIMATED REDEVELOPMENT PASS THRU							(9,843,446)							
total contract transfer							952,678							
TOTAL ESTIMATED TAX FUNDING							(\$13,045,657)							

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

**(PCA 37102)

4	Fire Stations	65.00	Assigned Staff
11,507	Number of Calls	(3.00)	County Funded
23	Assigned Medic FTE	1.16	Battalion Chief Allocation

9 Monitors/Defibs	**	63.16 Total Assigned Staff
4 Hazmat Stations		
8 Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 28/29 POSITION SALARIES TOP STEP

507,109	DEPUTY CHIEF	43,350	FIRE ENGINE
500,368	DIV CHIEF	32,162	SRVDEL
427,809	BAT CHIEF	12,249	VOL DEL
363,922	CAPT	19,726	MEDIC FTE
368,278	CAPT MEDIC	6,079	MEDIC MONITORS/DEFIBS REPLACEMENT
319,924	ENG	8,892	BC SUPPORT
358,661	ENG/MEDIC	36,560	ECC STATION
276,607	FF II	49.24	ECC CALLS
311,116	FF II/MEDIC	112,900	FLEET SUPPORT
174,048	ADMIN SVCS ANALYST II	36,969	COMM/IT STATION
146,245	ADMIN SVCS ASST	49.80	COMM/IT CALLS
277,430	DEPUTY FIRE MARSHAL	2,091	FACILITY STATION
206,196	EMERGENCY MEDICAL SERVICE SPEC	493.14	FACILITY FTE
159,514	EXECUTIVE ASSISTANT II	13,502	HAZMAT STATION
138,681	FIRE PERMIT TECHNICIAN	4,538.47	HAZMAT CALLS
162,159	FIRE PREVENTION TECHNICIAN	2,530	HAZMAT VEHICLE REPLACEMENT
232,985	FIRE SAFETY SPECIALIST		
212,538	FIRE SYSTEMS INSPECTOR		
128,400	OFFICE ASSISTANT III		
272,396	SUPERVISING FIRE MARSHAL		

*Cost Assumptions:

- Projected 5% salaries increase based on FY27/28 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY27/28 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY27/28.

FY 28/29 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Im
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT
CREATED JUNE 16, 2025 FOR FY2029/2030

*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS				
STA #33											
Medic Engine			671,841	2	580,875	2	653,344	2	1,906,060	6	
Medic Unit			671,841	2			653,344	2	1,325,185	4	
STA #67											
Medic Engine	382,118	1		376,595	1	871,313	3	653,344	2	2,283,369	7
Medic Unit			671,841	2			326,672	1	998,513	4	
STA #71											
Medic Engine	382,118	1			1,161,750	4			1,879,789	6	
Medic Unit			671,841	2			653,344	2	1,325,185	4	
STA #55											
Medic Unit			671,841	2			653,344	2	1,325,185	4	
STN #102											
Engine 102	764,236	2		671,841	2		653,344	2	2,089,421	6	
***County Funded	0*	1		0*	1		0*	1	0*	3	
Medic 102			1,007,762	3			980,016	3	1,987,778	6	
Fixed Relief			671,841	2	290,438	1	653,344	2	1,615,623	5	
Vac. Relief-Engine			671,841	2			1,306,688	4	1,978,529	6	
66-HR Workweek	382,118	1	1,343,683	4					1,725,801	5	
SUBTOTALS	1,910,589		8,062,096		376,595	2,904,376	7,186,782		\$20,440,438		
SUBTOTAL STAFF	6			25	1	10		23		65	
DEPUTY FIRE MARSHAL (PCN 00XXXXXX)					291,302				291,302	1	
FIRE SAFETY SPECIALIST (PCN 00XXXXXX)					244,635				244,635	1	
FIRE SYSTEMS INSPECTOR (PCN 00XXXXXX)					223,165				223,165	1	
									759,101		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)											
Administrative/Operational (Schedule A)			33,770	per assigned Staff **					2,132,916	63.16	
Volunteer Program (Schedule B)			12,861	per Entity Allocation					12,861	1	
Medic Program (Schedule C)			20,712	Medic FTE and		6,383	per Defib		533,832	23	
Battalion Chief Support (Schedule D)			9,337	per Fire Station Staff					578,873	62	
ECC Support (Schedule E)			51.70	per Call and		38,388	per Station		748,511		
Fleet Support (Schedule F)			118,545	per Fire Suppression Equip					474,179	4	
Comm/IT Support (Schedule G)			52.29	per Call and		38,817	per Station		756,997		
Hazmat Support (Schedule I)			4,765.39	per Call and		14,177	per Station		97,487		
SUPPORT SERVICES ESTIMATE SUBTOTAL									5,335,657		
DIRECT CHARGES									1,365,442		
ESTIMATED FIRE MARSHAL PERSONNEL OPERATING COSTS									37,664	3	
FIRE ENGINE USE AGREEMENT					43,350	each engine			130,050	3	
TOTAL ESTIMATED CITY BUDGET									\$28,068,352		
* PALM DESERT ESTIMATED FIRE TAX CREDIT									(13,045,657)		
NET ESTIMATED CITY BUDGET									\$15,022,695		
* STRUCTURAL FIRE TAXES						(4,154,889)					
ESTIMATED REDEVELOPMENT PASS THRU						(9,843,446)					
total contract transfer						952,678					
TOTAL ESTIMATED TAX FUNDING						(\$13,045,657)					

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

**(PCA 37102)

4	Fire Stations	65.00	Assigned Staff
11,507	Number of Calls	(3.00)	County Funded
23	Assigned Medic FTE	1.16	Battalion Chief Allocation

9 Monitors/Defibs	**	63.16 Total Assigned Staff
4 Hazmat Stations		
8 Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 29/30 POSITION SALARIES TOP STEP

532,464	DEPUTY CHIEF	43,350	FIRE ENGINE
525,386	DIV CHIEF	33,770	SRVDEL
449,199	BAT CHIEF	12,861	VOL DEL
382,118	CAPT	20,712	MEDIC FTE
386,692	CAPT MEDIC	6,383	MEDIC MONITORS/DEFIBS REPLACEMENT
335,921	ENG	9,337	BC SUPPORT
376,595	ENG/MEDIC	38,388	ECC STATION
290,438	FF II	51.70	ECC CALLS
326,672	FF II/MEDIC	118,545	FLEET SUPPORT
182,750	ADMIN SVCS ANALYST II	38,817	COMM/IT STATION
153,557	ADMIN SVCS ASST	52.29	COMM/IT CALLS
291,302	DEPUTY FIRE MARSHAL	2,195	FACILITY STATION
216,506	EMERGENCY MEDICAL SERVICE SPEC	517.80	FACILITY FTE
167,489	EXECUTIVE ASSISTANT II	14,177	HAZMAT STATION
145,616	FIRE PERMIT TECHNICIAN	4,765.39	HAZMAT CALLS
170,267	FIRE PREVENTION TECHNICIAN	2,657	HAZMAT VEHICLE REPLACEMENT
244,635	FIRE SAFETY SPECIALIST		
223,165	FIRE SYSTEMS INSPECTOR		
134,820	OFFICE ASSISTANT III		
286,016	SUPERVISING FIRE MARSHAL		

*Cost Assumptions:

- Projected 5% salaries increase based on FY28/29 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY28/29 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY28/29.

FY 29/30 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Im
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33
CREATED APRIL 15, 2025 FOR FY2025/2026 THRU FY2029/2030

CITY BUDGETED COST ESTIMATE

FISCAL YEAR 2025/2026	\$3,736,177
FISCAL YEAR 2026/2027	\$3,922,986
FISCAL YEAR 2027/2028	\$4,119,135
FISCAL YEAR 2028/2029	\$4,325,092
FISCAL YEAR 2029/2030	\$4,541,347
TOTAL CITY BUDGET ESTIMATE FOR FY2025/2026 THRU FY2029/2030	<u>\$20,644,738</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33 CREATED APRIL 15, 2025 FOR FY2025/2026

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
	-----	-----	-----	-----	-----	-----	-----	
STA #33								
Truck 33	943,108	3	829,088	3	1,433,662	6	3,205,859	12
SUBTOTALS	943,108		829,088		1,433,662		3,205,859	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				27,783	per assigned Staff **		340,616	12.26
Battalion Chief Support (Schedule D)				7,681	per Fire Station Staff		92,176	12
Fleet Support (Schedule F)				97,527	per Fire Suppression Equip		97,527	1
SUPPORT SERVICES SUBTOTAL							530,319	
ESTIMATED TRUCK BUDGET							3,736,177	

**(PCA 37121) Assigned Staff

	12	Assigned Staff
	0.26	Battalion Chief Allocation
**	12.26	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance.

Medic Progra - Support Staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don not include BC staffing
as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs.

SUPPORT SERVICES (Fire Cost Allocation) cont.

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions.

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement.

FY 25/26 POSITION SALARIES TOP STEP

438,060	DEPUTY CHIEF	43,350	FIRE ENGINE
432,237	DIV CHIEF	27,783	SRVDEL
369,557	BAT CHIEF	10,581	VOL DEL
314,369	CAPT	17,040	MEDIC FTE
318,132	CAPT MEDIC	5,251	MEDIC MONITORS/DEFIBS REPLACEMENT
276,363	ENG	7,681	BC SUPPORT
309,825	ENG/MEDIC	31,582	ECC STATION
238,944	FF II	42.54	ECC CALLS
268,754	FF II/MEDIC	97,527	FLEET SUPPORT
150,349	ADMIN SVCS ANALYST II	31,935	COMM/IT STATION
126,332	ADMIN SVCS ASST	43.02	COMM/IT CALLS
239,655	DEPUTY FIRE MARSHAL	1,806	FACILITY STATION
178,120	EMERGENCY MEDICAL SERVICE SPEC	426.00	FACILITY FTE
137,794	EXECUTIVE ASSISTANT II	11,663	HAZMAT STATION
119,798	FIRE PERMIT TECHNICIAN	3,920.50	HAZMAT CALLS
140,079	FIRE PREVENTION TECHNICIAN	2,186	HAZMAT VEHICLE REPLACEMENT
201,261	FIRE SAFETY SPECIALIST		
183,598	FIRE SYSTEMS INSPECTOR		
110,917	OFFICE ASSISTANT III		
235,306	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected increase of 10% to Safety & Non-Safety Staff and Support Services from previous FY24/25.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care N
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33 CREATED APRIL 15, 2025 FOR FY2026/2027

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
	-----	-----	-----	-----	-----	-----	-----	
STA #33								
Truck 33	990,263	3	870,543	3	1,505,346	6	3,366,152	12
SUBTOTALS	990,263		870,543		1,505,346		3,366,152	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				29,172	per assigned Staff **		357,647	12.26
Battalion Chief Support (Schedule D)				8,065	per Fire Station Staff		96,784	12
Fleet Support (Schedule F)				102,403	per Fire Suppression Equip		102,403	1
SUPPORT SERVICES SUBTOTAL							556,835	
ESTIMATED TRUCK BUDGET							3,922,986	

**(PCA 37121) Assigned Staff

	12	Assigned Staff
	0.26	Battalion Chief Allocation
**	12.26	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance.

Medic Progra - Support Staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don not include BC staffing
as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs.

SUPPORT SERVICES (Fire Cost Allocation) cont.

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions.

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement.

FY 26/27 POSITION SALARIES TOP STEP

459,963	DEPUTY CHIEF	43,350	FIRE ENGINE
453,848	DIV CHIEF	29,172	SRVDEL
388,035	BAT CHIEF	11,110	VOL DEL
330,088	CAPT	17,892	MEDIC FTE
334,039	CAPT MEDIC	5,514	MEDIC MONITORS/DEFIBS REPLACEMENT
290,181	ENG	8,065	BC SUPPORT
325,317	ENG/MEDIC	33,161	ECC STATION
250,891	FF II	44.66	ECC CALLS
282,191	FF II/MEDIC	102,403	FLEET SUPPORT
157,866	ADMIN SVCS ANALYST II	33,532	COMM/IT STATION
132,649	ADMIN SVCS ASST	45.17	COMM/IT CALLS
251,638	DEPUTY FIRE MARSHAL	1,897	FACILITY STATION
187,026	EMERGENCY MEDICAL SERVICE SPEC	447.30	FACILITY FTE
144,684	EXECUTIVE ASSISTANT II	12,246	HAZMAT STATION
125,788	FIRE PERMIT TECHNICIAN	4,116.52	HAZMAT CALLS
147,083	FIRE PREVENTION TECHNICIAN	2,295	HAZMAT VEHICLE REPLACEMENT
211,324	FIRE SAFETY SPECIALIST		
192,778	FIRE SYSTEMS INSPECTOR		
116,463	OFFICE ASSISTANT III		
247,071	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Projected 5% salaries increase based on Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected 5% salaries increase based on Safety & Non-Safety Staff and Support Services from previous FY25/26.

FY 26/27 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care Iv
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33 CREATED APRIL 15, 2025 FOR FY2027/2028

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
	-----	-----	-----	-----	-----	-----	-----	
STA #33								
Truck 33	1,039,776	3	914,070	3	1,580,613	6	3,534,459	12
SUBTOTALS	1,039,776		914,070		1,580,613		3,534,459	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				30,630	per assigned Staff **		375,529	12.26
Battalion Chief Support (Schedule D)				8,469	per Fire Station Staff		101,624	12
Fleet Support (Schedule F)				107,524	per Fire Suppression Equip		107,524	1
SUPPORT SERVICES SUBTOTAL							584,676	
ESTIMATED TRUCK BUDGET							4,119,135	

**(PCA 37121) Assigned Staff

	12	Assigned Staff
	0.26	Battalion Chief Allocation
**	12.26	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance.

Medic Progra - Support Staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don not include BC staffing
as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs.

SUPPORT SERVICES (Fire Cost Allocation) cont.

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions.

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement.

FY 27/28 POSITION SALARIES TOP STEP

482,961	DEPUTY CHIEF	43,350	FIRE ENGINE
476,541	DIV CHIEF	30,630	SRVDEL
407,437	BAT CHIEF	11,665	VOL DEL
346,592	CAPT	18,787	MEDIC FTE
350,741	CAPT MEDIC	5,790	MEDIC MONITORS/DEFIBS REPLACEMENT
304,690	ENG	8,469	BC SUPPORT
341,582	ENG/MEDIC	34,819	ECC STATION
263,435	FF II	46.90	ECC CALLS
296,301	FF II/MEDIC	107,524	FLEET SUPPORT
165,760	ADMIN SVCS ANALYST II	35,209	COMM/IT STATION
139,281	ADMIN SVCS ASST	47.43	COMM/IT CALLS
264,219	DEPUTY FIRE MARSHAL	1,991	FACILITY STATION
196,377	EMERGENCY MEDICAL SERVICE SPEC	469.66	FACILITY FTE
151,918	EXECUTIVE ASSISTANT II	12,859	HAZMAT STATION
125,788	FIRE PERMIT TECHNICIAN	4,322.35	HAZMAT CALLS
147,083	FIRE PREVENTION TECHNICIAN	2,410	HAZMAT VEHICLE REPLACEMENT
211,324	FIRE SAFETY SPECIALIST		
192,778	FIRE SYSTEMS INSPECTOR		
116,463	OFFICE ASSISTANT III		
247,071	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on FY26/27 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY26/27 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY25/26.

FY 27/28 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care N
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33 CREATED APRIL 15, 2025 FOR FY2028/2029

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
	-----	-----	-----	-----	-----	-----	-----	
STA #33								
Truck 33	1,091,765	3	959,773	3	1,659,643	6	3,711,182	12
SUBTOTALS	1,091,765		959,773		1,659,643		3,711,182	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				32,162	per assigned Staff **		394,305	12.26
Battalion Chief Support (Schedule D)				8,892	per Fire Station Staff		106,705	12
Fleet Support (Schedule F)				112,900	per Fire Suppression Equip		112,900	1
SUPPORT SERVICES SUBTOTAL							613,910	
ESTIMATED TRUCK BUDGET							4,325,092	

**(PCA 37121) Assigned Staff

	12	Assigned Staff
	0.26	Battalion Chief Allocation
**	12.26	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance.

Medic Progra - Support Staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don not include BC staffing
as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs.

SUPPORT SERVICES (Fire Cost Allocation) cont.

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions.

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement.

FY 28/29 POSITION SALARIES TOP STEP

507,109	DEPUTY CHIEF	43,350	FIRE ENGINE
500,368	DIV CHIEF	32,162	SRVDEL
427,809	BAT CHIEF	12,249	VOL DEL
363,922	CAPT	19,726	MEDIC FTE
368,278	CAPT MEDIC	6,079	MEDIC MONITORS/DEFIBS REPLACEMENT
319,924	ENG	8,892	BC SUPPORT
358,661	ENG/MEDIC	36,560	ECC STATION
276,607	FF II	49.24	ECC CALLS
311,116	FF II/MEDIC	112,900	FLEET SUPPORT
174,048	ADMIN SVCS ANALYST II	36,969	COMM/IT STATION
146,245	ADMIN SVCS ASST	49.80	COMM/IT CALLS
277,430	DEPUTY FIRE MARSHAL	2,091	FACILITY STATION
206,196	EMERGENCY MEDICAL SERVICE SPEC	493.14	FACILITY FTE
159,514	EXECUTIVE ASSISTANT II	13,502	HAZMAT STATION
138,681	FIRE PERMIT TECHNICIAN	4,538.47	HAZMAT CALLS
162,159	FIRE PREVENTION TECHNICIAN	2,530	HAZMAT VEHICLE REPLACEMENT
232,985	FIRE SAFETY SPECIALIST		
212,538	FIRE SYSTEMS INSPECTOR		
128,400	OFFICE ASSISTANT III		
272,396	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on FY27/28 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY27/28 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY27/28.

FY 28/29 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care N
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33 CREATED APRIL 15, 2025 FOR FY2029/2030

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
	-----	-----	-----	-----	-----	-----	-----	
STA #33								
Truck 33	1,146,354	3	1,007,762	3	1,742,626	6	3,896,741	12
SUBTOTALS	1,146,354		1,007,762		1,742,626		3,896,741	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				33,770	per assigned Staff **		414,021	12.26
Battalion Chief Support (Schedule D)				9,337	per Fire Station Staff		112,040	12
Fleet Support (Schedule F)				118,545	per Fire Suppression Equip		118,545	1
SUPPORT SERVICES SUBTOTAL							644,606	
ESTIMATED TRUCK BUDGET							4,541,347	

**(PCA 37121) Assigned Staff

	12	Assigned Staff
	0.26	Battalion Chief Allocation
**	12.26	Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance.

Medic Progra - Support Staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don not include BC staffing
as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs.

SUPPORT SERVICES (Fire Cost Allocation) cont.

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions.

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement.

FY 29/30 POSITION SALARIES TOP STEP

532,464	DEPUTY CHIEF	43,350	FIRE ENGINE
525,386	DIV CHIEF	33,770	SRVDEL
449,199	BAT CHIEF	12,861	VOL DEL
382,118	CAPT	20,712	MEDIC FTE
386,692	CAPT MEDIC	6,383	MEDIC MONITORS/DEFIBS REPLACEMENT
335,921	ENG	9,337	BC SUPPORT
376,595	ENG/MEDIC	38,388	ECC STATION
290,438	FF II	51.70	ECC CALLS
326,672	FF II/MEDIC	118,545	FLEET SUPPORT
182,750	ADMIN SVCS ANALYST II	38,817	COMM/IT STATION
153,557	ADMIN SVCS ASST	52.29	COMM/IT CALLS
291,302	DEPUTY FIRE MARSHAL	2,195	FACILITY STATION
216,506	EMERGENCY MEDICAL SERVICE SPEC	517.80	FACILITY FTE
167,489	EXECUTIVE ASSISTANT II	14,177	HAZMAT STATION
145,616	FIRE PERMIT TECHNICIAN	4,765.39	HAZMAT CALLS
170,267	FIRE PREVENTION TECHNICIAN	2,657	HAZMAT VEHICLE REPLACEMENT
244,635	FIRE SAFETY SPECIALIST		
223,165	FIRE SYSTEMS INSPECTOR		
134,820	OFFICE ASSISTANT III		
286,016	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on FY28/29 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY28/29 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY28/29.

FY 29/30 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care N
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF PALM DESERT
DATED JULY 1, 2025**

**PAYMENT FOR SERVICES
ADDITIONAL TERMS**

Of the sum CITY has appropriated to provide for protection services within the area of responsibility of the CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the Structural Fire Taxes and Redevelopment Pass Thru Funds in excess of \$952,678 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to COUNTY's billing of its claim for services with CITY as provided herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY.

COUNTY shall make a claim to CITY for the cost of contracted services as shown on Exhibit "A" during each of the following periods:

- (1) July 1 through September 30, claim in October/November;
- (2) October 1, through December 31, claim in January;
- (3) January 1 through March 31, claim in April; and
- (4) April 1 through June 30, claim in July/August.

The claims shall be for actual costs of services after any deduction for estimated Structural Fire taxes and/or Redevelopment, with final reconciliation of fire taxes to actual revenue received which may result in an additional credit or expense to CITY in the August final claim. CITY shall pay each claim within 30 days after receipt thereof. COUNTY shall allow a credit in the amount of the Structural Fire taxes as determined by COUNTY Auditor Controller/Treasurer Tax Collector Office to be collected in each fiscal year of this Agreement. The allowed credit shall not exceed the cost of contracted services.

EXHIBIT “C”

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY PALM DESERT
DATED JULY 1, 2025**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 33

Engine E33, RCO No. 15-844 (VIN: 4S7CT2D91EC079062) \$ 43,350.00

Station 67

Engine E67, RCO No. 08-880 (VIN: 4S7CT2D919C066706) \$ 43,350.00

Station 71

Engine E71, RCO No. 19-803 (VIN: 4S9BDETA5JB419245) \$ 43,350.00

\$ 130,050.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) was initially purchased by the CITY, and then the CITY elects to have the COUNTY take ownership of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s).

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this Agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY must transfer title of said fire engine(s) to the COUNTY. When the CITY transfers title of said fire engine(s) to the COUNTY, the COUNTY will take ownership of the said fire engine(s), and the COUNTY will maintain insurance on said fire engine(s).

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this Agreement. All capital improvements and/or betterments (per ACO

standard practice manual) to the fire engine(s) listed above will be the responsibility and paid for by the owner of said fire engine(s).

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$867,000. The cost is based on the actual costs for Type I Fire Engines. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly. Replacement cost is subject to change based on current Type I Fire Engine cost. See each respective fiscal year's Exhibit "A" for current Fire Engine Use Agreement costs.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT “D”

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, HAZMAT RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PALM DESERT DATED JULY 1, 2025

PAYMENT FOR ADDITIONAL SERVICES OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund COUNTY Fire Marshal personnel to perform the duties of the Office of the Fire Marshal. The COUNTY Chief Deputy will assign a COUNTY Manager as the Office of the Fire Marshal Liaison (“OFM Liaison”). The Chief Deputy may delegate certain authority to the OFM Liaison, as the Fire Marshal’s duly authorized designee and the OFM Liaison shall be responsible for directing the Fire Marshal Services provided to CITY as set forth in this Exhibit “D.”

The Fire Marshal duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers
- Business inspections

Administrative activities:

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal services provided, CITY shall provide (120) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within (60) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all operating equipment and supplies for each position in accordance with COUNTY requirements and/or standards. The equipment and supplies include, but are not limited to the following:

The CITY or COUNTY shall provide, unless otherwise agreed upon:

- Office space
- Furniture
- General & field supplies
- Training

The COUNTY shall provide, unless otherwise agreed upon, at the expense of the CITY:

- Vehicle and regular maintenance
- All IT and Communication tools (such as cell phone, computer, software licensing, etc.)
- Uniforms

The equipment and supplies provided by COUNTY shall be based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates or actual costs when absent of a specific rate. All costs, including salaries and benefits, will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Veronica Chavez, Director of Finance

SUBJECT: APPROVE CITY SPONSORSHIP AND OUTSIDE AGENCY FUNDING
FOR FISCAL YEAR 2025-26

RECOMMENDATION:

1. Approve Community Sponsorship Awards in the amount of \$540,000 to the agencies listed herein with associated restrictions and conditions, including confirmation of events prior to distribution, if applicable.
2. Approve Outside Agency Funding Awards in the amount of \$1,790,135 to the agencies listed herein with associated restrictions and conditions, and all applicable program requirements.
3. Approve Five-Year Funding Agreement with the McCallum Theatre for \$300,000 per year, Not to Exceed \$1,500,000 for Palm Desert Program Funding Partnership.
4. Authorize the City Manager or his designee, to consider alternative requests during the year provided the request is consistent with the original request and unassigned budget.
5. Pending approval of the FY 2025-26 City of Palm Desert Annual Budget, authorize the City Manager to execute any documents necessary to effectuate the actions taken herewith.

BACKGROUND/ANALYSIS:

The Outside Agency Funding Program was designed to support organizations that further Palm Desert programs and services and assist residents in need of funding. Primary consideration is given to recognized nonprofit organizations that directly benefit Palm Desert residents, nonprofit organizations that indirectly affect the quality of life for the residents of Palm Desert, and those applicants meeting the health and human service needs of underserved populations.

The Outside Agency Program Guidelines provide several rules that the organization is required to qualify for funding. One of the requirements is that organizations receiving funding through Community Development Block Grant (CDBG) and/or other funding in the same period are not considered for Outside Agency funding. The guidelines also call out that recreational fundraising events (i.e. golf tournaments, luncheon/dinner sponsorships and tickets, gala attendance and support) do not qualify for Outside Agency funding. These requests are handled through our Charitable Sponsorships. A copy of each of the guidelines is included in the packet for reference.

In an effort to align programming and enhance operational efficiency, staff consolidated the application period for both Community Event Sponsorships and Outside Agency Funding last year. While both funding programs support community initiatives, Community Event Sponsorships are specifically intended to support events that foster civic engagement, celebrate cultural diversity, promote tourism, stimulate economic vitality, and advance public health and sustainability. Combining the application periods allows for a more strategic and equitable allocation of resources, ensuring that funding is directed toward organizations and events that deliver meaningful benefits to Palm Desert residents and businesses.

Information regarding the availability of Outside Agency Funding and Community Event Sponsorship Funding, as well as the applications, was made available on the City's Procurement Portal, OpenGov, at the beginning of January 2025. To maximize awareness and accessibility, staff also conducted outreach through all City social media avenues, including Facebook, Instagram, and via the Brightside Newsletter. Additionally, staff directly contacted all previous recipients and interested parties via email to ensure they were informed of the application deadline and had the opportunity to apply.

As a reminder, below is the proposed budget as submitted during the Budget Study Session on May 8, 2025. These amounts were proposed primarily from prior year approvals and any incremental updates for partnership agencies.

FY 2025-26 Budget Proposal Breakdown	Original Amount
Sponsored Events	\$540,000
GPSCVB Funding (STR TOT)	\$500,000
OA – Various Agencies	\$162,445
OA – PD Schools	\$52,555
Artist Council Building	\$40,000
City Council Seats	\$12,500
YMCA Jean Benson Child Care Center/Youth Council	\$56,000
Lincoln and PDCMS Afterschool Programs	\$150,000
Joslyn (Cove Communities Agreement)	\$260,000
The Living Desert (5-Year Funding Agreement)	\$250,000
Total Budgeted	\$2,023,500

As part of the application review process, selection teams were established from the Finance and Economic Development Departments for each of the funding programs. The teams reviewed and scored all applicants in OpenGov based on the program guidelines and proposed budget. Proposed budget allocations for each program were reviewed and presented to the Outside Agency Committee on June 3, 2025 and adjustments were made based on their recommendation.

The FY 2025-26 CDBG funding awards were approved by the City Council in December 2024 to comply with the County of Riverside's deadline, as the County is now administering the program for the first time. None of the approved CDBG Grantees were considered or awarded Outside Agency or Event Funding, pursuant to the respective policies.

1) Sponsored Event Recommendations for FY 2025-26:

Sponsored Event Recommendations	Applicants and	Funding Request	Funding Recommendation
1 7th Regiment 29 Palms Marine Corp Program		\$5,000	\$5,000
2 Fashion Week El Paseo (Yr. 3 of 3)		\$200,000	\$200,000

3	PD Food & Wine (Yr. 3 of 3)	\$100,000	\$100,000
4	Restaurant Week	\$5,000	\$5,000
5	Modernism Week	\$5,000	\$5,000
6	Riverside County Fair and National Date Festival	\$5,000	\$5,000
7	PD's Student Art & Essay Contest	\$3,500	\$3,500
8	Community Event Sponsorships	\$181,500	\$181,500
9	Charitable Sponsorships	\$35,000	\$35,000
Total Requested/Recommended		\$540,000	\$540,000

Except for the multi-year request from the McCallum Theatre and a nominal increase in support for the Artist Council, Children's Discovery Museum, and Coachella Valley Rescue Mission, funding recommendations have been made within the proposed budget. Based on the committee's recommendation, an additional \$306,635 is needed.

2) Outside Agency Funding Recommendations for FY 2025-26

Outside Agency Applicants and Recommendations		Funding Request	Funding Recommendation s
Palm Desert Schools (3-Year Agreements)			
1	Abraham Lincoln Elementary School (Yr. 2 of 3)	\$5,000	\$3,000
2	James E. Carter Elementary School PTO (Yr. 2 of 3)	\$10,000	\$7,500
3	Palm Desert Middle School Foundation (Yr. 2 of 3)	\$14,000	\$9,500
4	Palm Desert Middle School PTO (Yr. 2 of 3)	\$10,000	\$9,500
5	Palm Desert High School Foundation (Yr. 2 of 3)	\$10,000	\$10,000
6	Ronald Reagan Elementary School (Yr. 1 of 3)	\$6,000	\$5,555
7	Washington Charter PTO (Yr. 2 of 3)	\$15,000	\$7,500
		\$70,000	\$52,555
Non-Profit Organizations			
1	AAUW- American Association of University Women	\$6,000	\$2,000
2	ACT for Multiple Sclerosis	\$7,500	\$5,000
3	Alzheimer's Coachella Valley (ACV)	\$7,000	\$1,500
4	Artists Council	\$10,000	\$2,500
5	Assistance League Coachella Valley	\$4,000	\$2,500
6	Big Brothers Big Sisters of the Desert	\$10,000	\$2,000
7	Children's Discovery Museum of the Desert	\$20,500	\$7,500
8	Coachella Valley Preparedness Network (CVDPN)	\$5,000	\$2,500
9	Coachella Valley Rescue Mission	\$50,000	\$5,000
10	Coachella Valley Youth Golf Foundation/First Tee CV	\$7,500	\$5,000
11	Desert Autism Foundation	\$5,000	\$4,000
12	Do the Right Thing – Greater Palm Springs	\$5,000	\$3,480
13	Doves Landing School	\$100,000	\$2,500
14	Green Room Theatre Company	\$5,000	\$1,000
15	HARC, Inc.	\$5,000	\$0

City of Palm Desert

Approve City Sponsorship and Outside Agency Funding for Fiscal Year 2025-26

16	Jewish Community Center Chabad	\$10,000	\$2,000
17	Jewish Family Service of the Desert	\$10,000	\$3,000
18	John F Kennedy Memorial Foundation	\$1,672	\$1,600
19	Palm Desert Swim Club	\$60,000	\$1,000
20	Palm Springs International Film Society	\$30,000	\$1,000
21	PDLQ Youth Football, Inc.	\$10,000	\$2,500
22	PS Air Museum	\$10,000	\$8,000
23	Read with Me Volunteer Programs	\$3,000	\$3,000
24	Tolerance Education Center	\$40,612	\$3,000
25	Tools For Tomorrow	\$4,763	\$1,000
26	Variety the Children's Charity of the Desert	\$5,000	\$2,500
27	World Affairs Council of the Desert	\$4,000	\$3,000
		\$436,547	\$78,080
Partnerships- City Funded Programs			
1	YMCA of the Desert - Jean Benson (Yr. 2 of 3)	\$44,000	\$44,000
2	YMCA - Youth & Gov (Yr. 2 of 3)	\$12,000	\$12,000
3	The Living Desert (Yr. 2 of 5)	\$250,000	\$250,000
4	Abraham Lincoln Elementary School (Yr. 1 of 3)	\$75,000	\$75,000
5	Palm Desert Charter Middle School (Yr. 1 of 3)	\$75,000	\$75,000
6	PS Air Museum Expansion of Education Programs (Yr. 2 of 2)	\$75,000	\$75,000
7	Historical Society of Palm Desert (Yr. 2 of 3)	\$16,000	\$16,000
8	Friends of the Cultural Center, Inc., dba McCallum Theatre (Yr. 1 of 5)	\$300,000	\$300,000*
9	Joslyn Center (Cove Communities Agreement)	\$260,000	\$260,000
10	GPSCVB Funding (STR TOT)	\$500,000	\$500,000
11	Artist Council Building	\$40,000	\$40,000
12	City Council Individual Seats	\$12,500	\$12,500
		\$1,659,500	
		0	\$1,659,500
Disqualified			
1	Coachella Valley Journalism Foundation	\$10,000	\$0
2	July Blue Sky	\$30,000	\$0
		\$40,000	\$0
		\$2,206,047	
Total Requested/Recommended		7	\$1,790,135

Any specific award requirements, conditions or restrictions will be noted in the draft minutes of the meeting and will be incorporated into the agreement. Those requests that included funding for an event will be subject to confirmation that the event will be held. If the event is not held, or

held in a different format, it is recommended that the City Manager or his designee be authorized to consider alternative requests from the same agencies provided the revised request is consistent with the original request. Staff recommends that the City Council approve the recommended funding to the above-listed organizations as presented.

FINANCIAL IMPACT:

Approval of this request will result in the programming of Sponsorship/Event Funding, as well as the above-listed agencies receiving the designated amounts as Outside Agency Funding in FY 2025-26 contingent upon completion of all necessary requirements included in the Agreement. Funds are included in the City of Palm Desert FY 2025-26 Palm Desert Annual Budget (General Fund) pending Council approval.

The additional \$300,000 for McCallum Theatre and \$6,635 allocated to support multiple agencies as recommended by the OA Committee members, will reduce the operating surplus anticipated during the May 8th budget study session. That said, staff has identified additional revenue to offset those increases, so the net impact to the surplus is minimal.

FY 2025-26 Budget Proposal Breakdown	Recommended Amount
Sponsored Events	\$540,000
Outside Agency Funding – Schools	\$52,555
Outside Agency Funding – Non-Profits	\$78,080
Funding Agreements/Community Partnerships	\$1,359,500
<i>New Funding Agreement – McCallum Request (Year 1 of 5)</i>	<i>\$300,000</i>
Total All Recommendations	\$2,330,135
Total Amount Previously Proposed	(\$2,023,500)
Additional Budget Needed	\$306,635

ATTACHMENTS:

1. FY 25-26 Funding Recommendation for Community Event Sponsorships
2. FY 25-26 Funding Recommendation for Charitable Event Sponsorships
3. FY 25-26 Funding Recommendation for Outside Agency Funding
4. Community Event Sponsorship Guidelines
5. Outside Agency Guidelines

Fiscal Year 2025-26
Community Event Sponsorships

	Vendor	Event	FY 24-25 Funding Amount	FY 25-26 Request	FY 25-26 Recommendation	Staff Analysis
1	American Heart Association	CV Heart & Stroke Walk	-	\$ 2,500.00	\$ 2,500.00	Recommended amount based on policy.
2	Angelia Padron, House of Energy	WellFest	\$ 1,000.00	\$ 10,000.00	\$ 5,000.00	Event is relocating to Palm Desert location.
3	Autism Society Inland Empire	Sensory Inclusive Autism Family Holiday Event	\$ 3,000.00	\$ 4,771.17	\$ 4,000.00	
4	Bighorn Institute	Bighorn Institute 2025 Annual Party and Golf Classic	\$ -	\$ 2,500.00	\$ -	
5	California Desert Chorale	California Desert Chorale Holiday Concerts	\$ 2,500.00	\$ 6,000.00	\$ 2,500.00	
6	Coachella Valley Watercolor Society	26th Annual All Members Art Exhibition and Sale	\$ -	\$ 12,500.00	\$ -	
7	Desert Cancer Foundation	Paint El Paseo Pink	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Recommended amount based on policy.
8	EP Black Label	Yum Fest	\$ 7,500.00	\$ 20,000.00	\$ 7,500.00	
9	Friends of the Desert Mountains	Wild Flower Festival	\$ 18,000.00	\$ 20,000.00	\$ 18,000.00	
10	Martha's Village & Kitchen	Thanksgiving 5K	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	Recommended amount based on policy.
11	Palm Desert Area Chamber of Commerce	Golf Cart Parade	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	Sponsorship request to also include in-kind RSO services paid by the City. PDACC to contract with Tops N Barricades for traffic control services.
11	Palm Desert Area Chamber of Commerce	Business Awards	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
11	Palm Desert Area Chamber of Commerce	Peace Officer and Public Safety Award Luncheon	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
11	Palm Desert Area Chamber of Commerce	For the Health of It Health and Wellness Fair	\$ -	\$ 5,000.00	\$ 2,500.00	Second annual event, first time requesting funding.
11	Palm Desert Area Chamber of Commerce	State of the City	\$ 10,000.00	\$ 30,000.00	\$ 20,000.00	Increase for costs related to new event format.
12	Palm Springs Power Baseball	Palm Desert Night at the Ballpark	\$ 2,500.00	\$ 4,500.00	\$ 2,500.00	
13	Read With Me Volunteer Programs	Family Literacy Nights	\$ -	\$ 8,000.00	\$ -	Per policy, event does not qualify for Community Event Sponsorship funding.
14	Rotary Club of Palm Desert	Pancake Breakfast	\$ 2,000.00	\$ 2,500.00	\$ 2,000.00	
15	Southland Events, LLC	Palm Desert Half Marathon & 5K	\$ 12,500.00	\$ 30,000.00	\$ 25,000.00	Event brings significant economic impact and there has been an increase in traffic control and public safety costs. Only half marathon event for FY 25-26.
16	WynTennis, LLC	Wilson World Tennis Tournament	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	
16	WynTennis, LLC	George Anich Senior Tournament	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	
	Event Sponsorships	Additional Amount for Flexibility			\$ 15,000.00	*Amount to be adjusted based on approved funding requests.
Total:					\$ 181,500.00	

Notes:

1. Tour de Palm Springs: Encouraged to apply for FY 25-26 funding no application was received.
2. Celebrate CV: Funding was approved but not distributed for FY 24-25. The applicant did not apply for FY 25-26 funding.
3. USA Endurance Events: Funding was approved but not distributed for FY 24-25. The applicant did not apply for FY 25-26 funding.
4. Alzheimer's Coachella Valley: Funding was approved for FY 24-25 but submitted an application for Outside Agency funding for FY 25-26.

Fiscal Year 2025-26
Charitable Sponsorships (Breakfasts, Luncheons, Galas, Philanthropic, and Other)

Annual Charitable Sponsorships	Estimated FY 25-26 Amount
Desert Arc - Champions of Change Luncheon	\$1,500
Desert Best Friends Closet - Put Your Best Shoe Forward Luncheon	\$1,200
Desert Recreation District - Bowling Tournament	\$750
Desert Sands Educational Foundation Gala	\$2,000
Desert Senior Inspiration Awards	\$4,000
Family YMCA of the Desert - Hoedown at Sundown	\$2,000
Foundation on Aging - Golf Tournament (birdie sponsorship)	\$1,000
Harvey Milk Annual Breakfast	\$750
Joselyn Senior Center Runway Fashion Show Luncheon	\$1,500
LifeStream Thanks4Giving	\$3,500
National Philanthropy Day	\$1,750
Ophelia Project - Wings and Dreams Annual Luncheon	\$1,200
Palm Desert Rotary - Table Event	\$2,000
Riverside County Deputy Sheriff Relief Foundation (March)	\$1,000
Riverside County Deputy Sheriff Relief Foundation (October)	\$1,000
State of the College - COD	\$2,500
Riverside County Economic Development - State of the Fourth District	\$1,000
Misc. Charitable Sponsorships	\$6,350
Total:	\$35,000

Note:

The Coachella Valley Journalism Foundation's Outside Agency Funding application included a line item request for a table sponsorship at the "Annual Hall of Fame Induction Ceremony" which may be considered by the committee. The cost of the table is \$2,000. Date, location, and other details were not provided.

FY 2025-26 Outside Agency Recommendations


Agency		Description	FY 24/25 Approved	FY 25/26 Funding Request	FY 25/26 Recommendation	FY 25/26 Approved	Palm Desert Impact	Review Team Analysis
Palm Desert Schools (3-year agreements)								
1	Abraham Lincoln Elementary School (Yr. 2 of 3)	5th Grade Ocean Institute Trip, Aquatic Center, McCallum, Historical Society, Living Desert	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	N/A	Previous Years (PY) Funding
2	James E. Carter Elementary School PTO (Yr. 2 of 3)	Busses, Riley's Farm, Science Night, Assembly for History Brought to Life, McCallum	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	N/A	PY Funding
3	Palm Desert Middle School Foundation (Yr. 2 of 3)	KARE-Program Kindness, Attention, Respect, Excellence Program: In-School and After school intervention and enrichment, social and emotional learning, mentoring, mindfulness training, and charter education-based creative writing.	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	N/A	PY Funding
4	Palm Desert Middle School PTO (Yr. 2 of 3)	Author Fee for 3 Assemblies, Book Signing, Writer's workshop	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	N/A	PY Funding
5	Palm Desert High School Foundation (Yr. 2 of 3)	Turnitin Software- plagiarism detection software	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	N/A	PY Funding
6	Ronald Reagan Elementary School (Yr. 1 of 3)	Read-A-Thon medals, English & Spanish Books, reward luncheon for reading champions, supplies for prizes.	\$ 5,555.00	\$ 6,000.00	\$ 5,555.00	\$ 5,555.00	37.5% PD Students	This program helps increase literacy for PD students.
7	Washington Charter PTO (Yr. 2 of 3)	McCallum Theater Education- Aesthetic Education Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	N/A	PY Funding
			\$ 52,555.00	\$ 53,000.00	\$ 52,555.00	\$ 52,555.00		
Non-Profit Organizations								
1	AAUW- American Association of University Women	Tech Trek Camp, STEM activities, Gov Trek for 1 Palm Desert student and remaining funds to go towards another student.	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	25% PD Schools	This amount would ensure the one PD student would get funding to go to camp.
2	ACT for Multiple Sclerosis	21 clients who live in Palm Desert to receive free weekly services, based on their physical and emotional needs.	\$ 5,000.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	100% PD Residents	High impact for PD residents. This would ensure clients can maintain their ability to be mobile and productive citizens.
3	Alzheimer's Coachella Valley (ACV)	Cognitive screenings for Palm Desert residents.	NEW	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	20% PD Residents	Cognitive screenings would ensure early intervention, free services and bilingual support.
4	Artists Council	Alzheimer's class expenses and supplies for art classes for alzheimers patients and their caregivers.	NEW	\$ 10,000.00	\$ 1,000.00	\$ 2,500.00	25% PD Residents	Funding for expansion of art classes for individuals with Alzheimer's and their caregivers.
5	Assistance League Coachella Valley	Shoes, shirts, socks, underwear and hygiene kits for Palm Desert school students.	\$ 2,500.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	100% PD Students	Provides basic supplies and school supplies to all PD students in need. Matched PY Funding.
6	Big Brothers Big Sisters of the Desert	Intake of volunteers and program activities and workshops.	\$ 875.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	25% PD Residents	Mental health and well-being are critical priorities for BBBS.
7	Children's Discovery Museum of the Desert	Palm Desert Day and subsidies for Palm Desert resident entrance fees.	NEW	\$ 20,500.00	\$ 4,000.00	\$ 7,500.00	100% PD Families	This program directly benefits Palm Desert residents by removing financial barriers to high-quality, educational play.
8	Coachella Valley Disaster Preparedness Network (CVDPN)	Ready to Go Red Bags for Palm Desert residents.	\$ 875.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	25% PD Residents	Red "Ready-To-Go Bags" are provided to attendees at "No Community Left Behind" Personal Preparedness presentations and tabling events that are free to the public.
9	Coachella Valley Rescue Mission	Food purchasing for individuals and families experiencing homelessness or financial hardship.	NEW	\$ 50,000.00	\$ 3,445.00	\$ 5,000.00	20% PD Residents	This program provides consistent access to nutritious meals and food boxes, helping to reduce hunger and improve overall well-being.
10	Coachella Valley Youth Golf Foundation/First Tee - Coachella Valley	PD elementary schools golf programs support and after school, weekend and summer golf programs.	\$ 5,000.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	100% PD Students	Programs provide kids with safe, fun activities while teaching them First Tee's Five Key Commitments. No child is turned away because of financial circumstances.
11	Desert Autism Foundation	Local occupational, music, speech and social therapists.	\$ 3,849.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	50% PD Residents	Help families facing the challenges of raising an individual on the autism spectrum.
12	Do the Right Thing - Greater Palm Springs	Nominees' t-shirts and scholarships/student assistance.	\$ 250.00	\$ 5,000.00	\$ 3,480.00	\$ 3,480.00	10% PD Students	Encourages socially-desirable behavior in school-age children and showcases "good kids" who are making an effort to improve themselves and the community.
13	Doves Landing School	PDAC Swim Lessons for water safety.	NEW	\$ 100,000.00	\$ 2,500.00	\$ 2,500.00	60% PD Students	Focus on children that do not fit in regular public or private school structures.

FY 2025-26 Outside Agency Recommendations

Agency		Description	FY 24/25 Approved	FY 25/26 Funding Request	FY 25/26 Recommendation	FY 25/26 Approved	Palm Desert Impact	Review Team Analysis
14	Green Room Theatre Company	Props, set, and transport.	\$ 875.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	33% PD Residents	Directs its education programs toward young people and underserved communities.
15	HARC, Inc.- Health Assessment and Research for Communities	No direct impact or correlation to Palm Desert residents. Per guidelines, doesn't align.	\$ -	\$ 5,000.00	\$ -	-	100% PD Residents	OA does not cover staff hours and printing services.
16	Jewish Community Center Chabad	Kosher Food Club.	\$ 2,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	85% PD Residents	Engages Jewish and non-Jewish teens to learn about Jewish food and culture and promotes understanding; and mental health support for teens.
17	Jewish Family Service of the Desert	Counseling sessions.	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	40% PD Residents	Current programs include in-person and telecare mental health counseling for residents as young as five years old.
18	John F Kennedy Memorial Foundation	Polo Shirts for Ambassadors to wear at community outreach events.	\$ 1,346.00	\$ 1,672.19	\$ 1,600.00	\$ 1,600.00	20% PD Students	Empowering local teen girls with the tools and support they need to thrive.
19	Palm Desert Swim Club	Scholarship fees.	NEW	\$ 60,000.00	\$ 1,000.00	\$ 1,000.00	40% PD Residents	Due to a flat budget and influx of applications, the amount recommended is based on available funding.
20	Palm Springs International Film Society	Expansion of filmmaker visits and in-school workshops across Palm Desert schools.	NEW	\$ 30,000.00	\$ 1,000.00	\$ 1,000.00	10% PD Residents	Educational programs include Student Screening Day and Filmmaker in the Classroom which are both at PDHS yearly.
21	PDLQ Youth Football, Inc.	Helmet reconditioning, scholarship funds, cheerleading program fees (scholarships, conference fees, stunt clinic fees).	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	30% PD Residents	Scholarships are awarded to athletes and families in need every year. Matched PY funding.
22	PS Air Museum	Palm Desert Day admissions and fly over for Golf Cary Parade.	\$ 8,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	90% PD Residents	Free admission for PD residents to the Museum on a designated day.
23	Read With Me Volunteer Programs	Books for Abraham Lincoln Elementary School	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	100% PD Residents	Read With Me Volunteer Programs helps struggling children who can't read English learn to read and comprehend English by recruiting and training caring retired volunteers to work with elementary school children in their classrooms.
24	Tolerance Education Center	Event costs/supplies, classroom/program supplies, exhibition installation costs, miscellaneous event costs.	NEW	\$ 40,612.00	\$ 3,000.00	\$ 3,000.00	60% PD Residents	The experience of visiting the Tolerance Education Center may be the only contact students ever have with a Jewish person or a Holocaust survivor and such interactions benefit them by broadening their world view.
25	Tools For Tomorrow	Student t-shirts and student art kits.	\$ 875.00	\$ 4,763.00	\$ 920.00	\$ 1,000.00	100% PD Residents	Provides arts literacy to elementary school children in Palm Desert.
26	Variety the Children's Charity of the Desert	To Support PD Clients to Attend Events, Activities, and Socially Inclusive Opportunities	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	20% PD Residents	Variety conducts a broad and effective range of primary direct services activities that benefit Coachella Valley children in need.
27	World Affairs Council of the Desert	Scholarships for winning teams: first, second and third place plus most improved.	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	20% PD Residents	Primary objectives include educational outreach, organizing engaging and affordable programs, and covering a diverse range of global issues.
			\$50,445	\$436,547	\$71,445	\$78,080		
Partnerships- City Funded Program Requests								
1	YMCA of the Desert (Yr. 2 of 3)	Art Experience Items & FCCH Multi Age Art Consumables, School Water Play Actives, Sensory Play, Adaptive Equipment for Special Needs Children, Site Support , Participant Support, Facility Support.	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	N/A	PY Funding
2	YMCA - Youth & Gov (Yr. 2 of 3)	Youth & Government High School Legislature and Court Program Scholarships for PD Low Income Students.	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	N/A	PY Funding
			\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00		
Partnerships - MOUs								
1	The Living Desert (Yr. 2 of 5)	The Living Desert's 2025-26 Programming and Projects supporting The Living Desert's Mission: Desert Conservation through Preservation, Education and Appreciation.	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	N/A	PY Funding

FY 2025-26 Outside Agency Recommendations

Agency		Description	FY 24/25 Approved	FY 25/26 Funding Request	FY 25/26 Recommendation	FY 25/26 Approved	Palm Desert Impact	Review Team Analysis
2	Abraham Lincoln Elementary School (Yr. 1 of 3)	Funding will support staffing, materials, and equitable expanded learning opportunities targeting program goals.	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	85% PD Residents	The program addresses both academic and social-emotional needs by offering targeted academic support, enrichment opportunities, and structured breaks for play and personal growth.
3	Palm Desert Charter Middle School (Yr. 1 of 3)	The Expanded Learning Opportunities Program (ELOP) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	63% PD Residents	The Bridges program incorporates both academic and enrichment activities that are not already offered during the instructional day, offering engaging choices for students to suit a wide variety of interests and learning styles.
4	Palm Springs Air Museum Expansion of Education Programs (Yr. 2 of 2)	Expansion of Education programs which include increasing capacity for their education programs for local schools/field trips.	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	N/A	PY Funding
5	Historical Society of Palm Desert (Yr. 2 of 3)	Displays and exhibits, archive/preservations, fire/instrusion alarm, facility upkeep, mini muster.	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	N/A	PY Funding
6	Friends of the Cultural Center, Inc., dba McCallum Theatre (Yr. 1 of 5)	Palm Desert Choreopgrahy Festival, Open Call Talent Project, Discretionary for Community Programs.	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	16% PD Residents	Enrich the lives of Coachella Valley residents with various performing arts experiences that reflect a diversity of people, interests, and tastes of the local desert.
7	Joslyn Center	Cove Communities Agreement (Annual)	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	N/A	PY Funding
			\$ 1,051,000	\$ 1,051,000	\$ 1,051,000	\$ 1,051,000		
Disqualified								
1	Coachella Valley Journalism Foundation	Sent to Special Events Coordinator for table sponsorship.	FWD	\$ 10,000.00	\$ -	\$ -		
2	July Blue Sky	Organization not a non-profit. Home safety, event outreach, local advertising, admin labor.	NEW	\$ 30,000.00	\$ -	\$ -		
				\$ 40,000				
Total				\$585,547	\$1,231,000	\$1,237,635		
*This amount does not include GPSCVB Funding (STR TOT), Artist Council Building, or City Council Individual Seats								
Organizations Approved Funding in FY24/25 That Did Not Reapply for FY25/26								
1	Desert Arc	Applied FY 24-25 for \$30,000 but was approved for \$0, funds given from CDBG.						
2	Elder Love USA, Inc.	Approved \$8,000 for Caregiving and Case Management Services for Low Income PD Seniors.						
3	Palm Springs Friends of Philharmonic	Approved \$2,500 for Summer Music Camp for Palm Desert Students.						
4	PSIPC- Palm Springs International Piano Competition	Approved \$2,000 Cost to host Junior International Piano Competitions Final Round performers to perform at the McCallum Theatre.						
5	Palm Springs Opera Guild of the Desert Response	Approved \$875 for Costumes.						
7	Shay's Warriors Life after Cancer	Approved \$875 for class support for free monthly programs and support accountability groups.						
8	The Girlfriend Factor	Approved \$875 for Emergency assistance to PD women.						
9	United Cerebral Palsy of the Inland Empire	Approved \$875 for Karate Exams/Belts/Uniforms.						

	CITY OF PALM DESERT ADMINISTRATIVE PROCEDURES	
	<i>Subject</i>	Community Event Sponsorship Policy
	<i>Policy No.</i>	CMGR-002
	<i>Date</i>	Issued: January 25, 2024
	<i>Approved by</i>	Resolution No. 2024 - 001

I. PURPOSE

The City of Palm Desert's Community Event Sponsorship Policy ("Policy") establishes guidelines for disbursement of funds approved by City Council, as well as in-kind services, to sponsor community events produced by qualified organizations. This Policy aims to foster a vibrant community by supporting events that encourage civic engagement, celebrate cultural diversity, stimulate tourism, drive economic vitality, and uphold public health and sustainability. By concentrating resources on diverse events that resonate with the City's character, this Policy supports Palm Desert's identity as a vibrant locale for residents and a premier destination for visitors.

II. SCOPE

- A. This policy applies to all City sponsorship support of external community events where the City provides funds to an outside organization. This policy does not apply to table sponsorship requests, nor does it apply to the third-party sponsorships of City produced events.
- B. The granting of City funds or in-kind support is evaluated based on the proposed community event's impact on the community. Special attention is paid to sponsorships that promote Palm Desert's attractiveness as a place to visit and/or live, celebrate the heritage of the City and its environs, and enrich the character and quality of life of its residents and visitors.
- C. The City is under no obligation to approve a requested sponsorship. The City Council and City Manager reserve the right to deviate from the policy and criteria contained herein when they believe it is the City's best interest to do so.

III. DEFINITIONS

- A. "Applicant" means an organization or individual applying for a community event sponsorship under this Policy.
- B. "Community Event" means an occurrence of a local celebration, fundraiser, athletic, cultural, or educational activity designed to attract a public audience which benefits the residents and visitors of Palm Desert. (i.e., festival, walk, run, fashion show, concert, parade, breakfast, luncheon, dinner, etc.)

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- C. "Community Sponsorship Subcommittee" is comprised of the Mayor and Mayor Pro Tem, City Manager, Director of Finance, and the City Manager's designee(s) overseeing community event sponsorships.
- D. "Outside Agency" means a nonprofit organization that may be eligible to receive City funding and support to offer programs and services benefiting the City's residents and visitors under guidelines and accountability measures implemented by the City's Outside Agency/Charitable Contributions Committee.
- E. "Recipient" means an organization or individual that is awarded a community event sponsorship under this Policy.
- F. "Sponsorship" means any financial or in-kind support from the City (i.e., City staff time, public safety services, use of City facilities or property, permit fees, etc.) to the organizing agency that helps offset the costs of the event operations.
- G. "Sponsorship Agreement" means a binding agreement between the City and an organization or individual to pay a fee, provide services, share products or any combination thereof, including advertising and promotional opportunities between the City and an organization or individual.
- H. "Table Sponsorship" means a City sponsorship to cover the cost of a table at a non-City event allowing a group of individuals, often representing the City or involved in City-related initiatives, to attend the event without incurring individual expenses.

IV. GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS

- A. Failure to comply with this Policy, including misuse of funds, may result in the forfeiture of funds and disqualification from future requests.
- B. All applicants must submit a community event sponsorship application. Applications must be complete in order to be accepted. Applications must:
 - 1. Describe the organization's purpose, years of operation, leadership team, and financial stability;
 - 2. Include the estimated number of people that will attend the community event;
 - 3. Describe the community event and explain how it benefits Palm Desert residents and visitors;
 - 4. Indicate whether Applicant has received any or will apply for other sponsorships or sources of funding for the community event, and if so, which ones; and
 - 5. Provide additional information as requested by staff to evaluate compliance with this Policy.
- C. Due to limited resources, not all community event sponsorship requests are funded. The number of community events that the City sponsors varies annually. The City will evaluate each request based upon available funds, satisfaction of the eligibility criteria, and compliance with the application requirements set forth below.

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D. Applicants for community event sponsorships must meet all the following requirements, eligibility criteria, and conditions:

1. Applicants must independently conduct the community event or collaborate with another organization to be eligible to receive a sponsorship.
2. The community event must take place within Palm Desert city limits, with limited exceptions. Reason(s) for not holding the proposed event within Palm Desert city limits must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Palm Desert as a desirable place to live, visit, and do business.
3. Applicants agree to submit a Special Events Application/Agreement a minimum of 120 days prior to the event, or a Temporary Use Permit (TUP), if applicable.
4. Applicants agree to use sponsorship funds exclusively for the community event represented in the application.
5. Recipients shall provide the City recognition as a sponsor in exchange for the sponsorship in a method consistent with other sponsors at the community event. In no event shall the recognition for the City's sponsorship be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
6. Applicants are required to enter a sponsorship agreement with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
7. Community event sponsorship applications are limited to one per year, per taxpayer identification number.
8. Sponsorships will be approved on a competitive basis and are not guaranteed. Applicants should be aware that they may not receive the full amount of the sponsorship requested.
9. Sponsorship approvals are made on an annual basis and shall be considered as a one-time approval. Approval for sponsorship in one year does not imply or guarantee that the City will approve sponsorship for the same event or organization in subsequent years.
10. An official post-community event evaluation form must be submitted to City staff within ninety (90) days following the conclusion of a sponsored community event.

V. INELIGIBLE ORGANIZATIONS AND ACTIVITIES OR PROJECTS

A. Examples of ineligible organizations or activities include, but are not limited to:

1. Any non-community event request, such as on-going programming or structured activities. (i.e., classes, performances, procedures, etc.)
2. Private events or events that are not open to the general public.

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3. Discriminatory activities such as those restricted based on a person's race, religion, ethnicity, age, sex, gender, gender identity, gender expression, disability, sexual orientation, or economic status.
 4. A political, politically affiliated, or political action organization or event or activity that promotes any political viewpoint, provides for a political purpose or causes participants to engage in or otherwise affiliate or express an endorsement of partisan political functions or activities.
 5. An event or activity that promotes a religious purpose (as opposed to a secular purpose, such as promoting cultural heritage or community understanding).
 6. A private individual for his/her own use.
 7. Funds cannot be used for costs, cash prizes, cash awards, salaries, salary reimbursements, or general budget subsidy.
 8. Funds cannot be directly provided to specific individuals, nor may funds be constructively provided to specific individuals (e.g. using funds to pay for certain individuals to go to an event is not permitted.) By contrast, using funds to reduce the overall costs of an event is permitted.
 9. An organization receiving Outside Agency funding concurrently (during the same fiscal year).
 10. A K-12 school or school-related groups, as funding requests for schools and school-related groups shall be processed by the Outside Agency/Charitable Contributions Committee.
- B. No sponsorship shall be granted for community events or to organizations where a conflict of interest exists. Specifically, City officials, employees, or their immediate family members shall not receive sponsorship funding for events they are directly involved with or that may result in personal financial gain. In the event of a potential conflict of interest, officials and employees are required to disclose such conflicts and recuse themselves from any related sponsorship decisions. This provision serves to ensure that sponsorship decisions are made for the sole benefit of the community and are free from personal or private interest influences.

VI. ASSESSMENT CRITERIA

- A. An applicant's first sponsorship request may total no more than 50% of the community event budget (if sponsorship includes in-kind, value of the in-kind items may not equal more than 50% of the event budget).
- B. An applicant's second or subsequent sponsorship request may total no more than 35% of the community event budget (if sponsorship includes in-kind, value of the in-kind items may not equal more than 35% of the event budget).
- C. Sponsorship requests for a 5K walk/run shall be eligible for a maximum sponsorship of \$2,500.

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- D. Special consideration will be given to registered local nonprofit corporations or local 501(c) organizations with tax-exempt status.

Please note that requesting the allowed percentage does not ensure that the applicant will receive that percentage, or any, amount. No request is considered approved until it is approved by the City Council or City Manager. The City Council reserves the right to deviate from the criteria contained herein when it believes it is the City's best interest to do so.

VII. FUNDING TIMELINE

The community event sponsorship application period will typically open in January. Once the application period opens, applicants will be required to submit applications by the posted deadline for events that will occur in the upcoming program year. A program year runs from July 1 through June 30. The community event for which a sponsorship is requested must occur in this timeframe. No sponsorship will be considered for any community event that falls outside of these dates.

Organizations requesting funding after the application period closes may submit an application to the City Manager for special consideration. Sponsorships awarded in this circumstance are rare and are contingent upon (1) available funds remaining in the budget following disbursement to organizations compliant with this Policy's annual deadline; and (2) a finding made by the City Manager that special circumstances prevented the Applicant from applying for a sponsorship by the required deadline and the community event could not occur the following year.

VIII. ADMINISTRATION AND ENFORCEMENT OF POLICY

1. The City Council designates the City Manager to administer the Sponsorship Policy. This delegation is with the power of re-designation to appropriate staff.
2. The City Manager or her/his designee shall review all Sponsorship applications and determine compliance with this policy.
3. On an as needed basis, the City Manager or her/his designee may refer any community event sponsorship application directly to the City Council for approval or rejection with a majority vote.
4. Recipients must comply with all other applicable City, state, and federal laws and regulations.

CITY OF PALM DESERT

OUTSIDE AGENCY PROGRAM

Outside Agency Program Guidelines (Revised January 25, 2024)

FOCUS

The Outside Agency Funding Program was designed to support organizations that further Palm Desert programs and services and assist residents in need of support.

- Primary consideration is given to recognized nonprofit organizations that directly benefit Palm Desert residents.
- Secondary consideration is given to recognized nonprofit organizations that indirectly affect the quality of life for the residents of Palm Desert.
- Preference is given to those applicants meeting the health and human service needs of underserved populations.

OBJECTIVES

- Protection and improvement of the living environment for the residents of Palm Desert.
- Assistance to low and moderate-income households and special population groups such as the elderly in meeting basic needs.
- Enabling residents to increase or improve his/her capacity to successfully handle issues over the long-term without continuing public assistance.

PRIORITIES

Priority is given in the following order to programs, projects or services that:

1. Address basic living conditions of the residents of Palm Desert, which include food and shelter.
2. Improve an individual's or household's health, basic living conditions and capacity to be self-sufficient, which include health care and related transportation, seniors, children, and youth services.
3. Improve the livability of the community. While these requests may provide programs or services that are not of necessity, they do offer exposure to arts and culture, advocacy, historic places or events, animals, educational programs, or services related to employment or job training, and other programs or services deemed necessary to support community groups and organizations.

Funding for certain events or activities that do not fall under the Special Programs umbrella may be considered on a case-by-case basis and must be open to the public (e.g. public park, inclusive event.)

APPLICATION GUIDELINES FOR RECOGNIZED NON-PROFIT ORGANIZATIONS

1. Failure to comply with these Guidelines, including misuse of funds, may result in the termination of funding and disqualification from future grant cycles.

2. This is a competitive grant process; all applications will be evaluated based on the merit of the program or project. Applications must be complete in order to be accepted. Applications must:
 - A. Describe the organization's purpose, years of operation, and leadership team;
 - B. Include the estimated number of people that will be impacted by the use of the grant funds;
 - C. Explain how the proposed use of grant funds aligns with community needs and the community benefit that will be achieved by the use of the grant funds;
 - D. Describe project feasibility and the organization's financial stability;
 - E. Indicate whether the Applicant has received any other sources of funding for the proposed project.
3. The Applicant will agree to submit program outcomes and financial reports to the City regarding use of the funds upon request.
4. Requests for funds that will be re-granted by the organization in any way will not be considered.
5. Due to the competitive nature of the grant process, receiving time at the Finance Department will be the governing time for acceptance of applications. It is the responsibility of the Applicant to see that any material sent through the mail, in person, or by any other delivery method, will have sufficient time to be received by this specified date and time. Postmarks will not be accepted in lieu of actual delivery.
6. Applicants must be able to demonstrate that they apply for and receive funding from other sources, governmental or otherwise, and are not relying solely on City support. If the service offered is unique to Palm Desert, special consideration may be provided.
7. Funding requests are for the period of July 1 through June 30 of the program year. The activity or service for which funds are requested must occur in this timeframe. No award will be considered for any part of the program or service that falls outside of these dates, unless otherwise authorized by the City Manager as provided below.
8. The Applicant requesting funds must be in existence for a minimum of five (5) years prior to the application deadline in order to be considered for funding by the Outside Agency Funding Committee.
9. The Applicant must be of verifiable non-profit status and presently providing charitable, public benefit, public welfare or educational services to persons residing in the City of Palm Desert (the "City").
10. Organizations shall agree not to use grant funds for political lobbying or discriminatory activities. The funds must be used for activities which are open to the general public and not restricted based on a person's race, religion, ethnicity, age, sex, gender, gender identity, gender expression, disability, sexual orientation, or economic status.
11. Funds must be used towards the activity described in the application. The grant funds cannot be directly provided to specific individuals, nor may the grant funds be constructively provided to specific individuals (e.g. Using grant funds to pay for certain individuals to go to an event is not permitted. By contrast, using grant funds to reduce the overall costs of an event is permitted.).

12. Religious organizations are eligible to apply for grant funds, but the use of the grant funds cannot be devoted to a religious purpose. Instead, the grant funds must be used toward a secular purpose (e.g. cultural heritage; promote community knowledge and understanding).
13. The Applicant must have an existing program in place and a staff that is ready and willing to provide services to the City for the benefit of its residents. Funds will not be contributed to any agency or group for “startup” costs.
14. The City must have the desire to have the services as detailed in the Applicant’s application performed for the City and its residents by the agency or group. Priority is given to agencies providing a direct benefit to Palm Desert residents.
15. Organizations receiving a Community Development Block Grant (CDBG) or other City funding in the same period are typically not considered for Outside Agency funding.
16. Funds awarded to successful Applicants are for the purposes of providing a program or service to the City of Palm Desert, or its sphere of influence, to the extent possible. Said funds are not designated for capital purchases, equipment, or insurances of any kind, and cannot be used for salaries of employees on the payroll of the Applicant without prior approval of the City Council.
17. The Applicant agrees to use the funds granted by the City to provide only the services represented in its application for funding and listed on the Agreement between the Applicant and the City.
18. An Applicant is ineligible to receive funding for events or programs which it does not conduct itself or conduct in collaboration with another organization.
19. Where the Applicant received funding for the current fiscal year, all documents must be submitted and agreement terms complete prior to funding disbursement for the following fiscal year.
20. Organizations requesting funding after the deadline for the annual review has passed may submit an application to the City Manager for special consideration. Award of funds in this circumstance is rare, and is contingent upon (1) available funds remaining in the Outside Agency
21. Budget following disbursement to organizations compliant with the Committee’s annual deadlines, (2) a finding made by the City Manager that special circumstances prevented the Applicant from applying for grant funds by the required deadline and the event could not occur the following year.
22. Recreational fundraising events (i.e. golf tournaments, luncheon/dinner sponsorships and tickets, gala attendance and support) do not qualify for Outside Agency funding.
23. Emergency requests for contributions should be reviewed by the City Manager on a case- by-case basis to determine funding availability.
24. The City Manager may, after a request from an approved Outside Agency, consider a reallocation of the approved contribution provided such reallocation is consistent with the guidelines and the previously approved use.

ADDITIONAL GUIDELINES FOR SCHOOL ORGANIZATIONS (PTOs)

The City of Palm Desert may elect to award funding to a Parent Teacher Organization, Association, Parent Club, Foundation or other formal group ("PTO") of a Palm Desert public school in an effort to enhance educational programs and improve the scholastic abilities of the student body as a whole, and to support the various booster clubs at the school. The City aims to support efforts furthering student accomplishments in the areas of Science, Technology, Engineering and Mathematics (STEM) as well as college preparation programs, and requires that the PTO be in good standing with the City relative to any and all previous grant applications and agreements.

The City does not award funding for instruction, tuition or supervision of routine educational activities as these costs are not the responsibility of a municipality. Additionally, the City will direct any individual requests received from school clubs (boosters, dance, cheer, robotics, etc.) during the funded year back to the PTO for their consideration and recommend they submit a request to their PTO for inclusion in the upcoming application year. The City encourages the PTO to fundraise and support specialty programs for overall student enhancement as they see fit. The City has focused its interest in providing a charitable contribution to specific areas the City regards as beneficial to a majority of students.

Examples of Acceptable Expenditures

- Math and science-oriented computer software programs (e.g. TurnItIn, StateStandards)
- Odyssey of the Mind, SAT preparation and AP testing fee reimbursement
- Tutoring and scholastic reading programs and materials (does not include tutor compensation)
- Bully-, drug-, and gang-prevention programs and assemblies
- Curriculum-based assemblies (authors, demonstrations)
- Educational, curriculum-based field trip admission and transportation for students only
 - Examples of educational field trips: Living Desert, Riley's Farm, Museum of Tolerance, Coachella Valley Water District. Show how the trip relates to the curriculum and follow up with student reports on what was learned.
 - Examples of non-educational field trips: Disneyland, SeaWorld, Knott's Berry Farm
 - Transportation costs for approved travel should be reasonable such as school bus or coach. Limousines or other modes of transportation not regularly provided for school use are not reimbursable.

Any other expenditure requests not specifically listed must be submitted and discussed during the application process to determine if they would qualify for reimbursement. Any adjustments are at the discretion of the City Manager.

Examples of Discouraged Expenditures

- Awards assemblies and supplies (i.e. student of the month and improvement awards)
- Tuition, salary, or supervision expenses
- Supplemental classroom materials or library supplies
- Capital equipment or hardware such as computers, laptops, televisions or projector screens
- Culinary, photography, or other specialty programs
- Reward or social parties (i.e. pizza party, ice-cream social)
- Food, drinks, snacks of any kind for any meetings or activities
- School dance, promotion, graduation expenses
- Hotel accommodations for any activities or events
- Fundraising, alumni or celebratory activities (bounce house rentals, carnival booths, festival events).

CITY OF PALM DESERT

STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Clayton von Helf, Information Systems Manager
Jenavieve Alvarez, Management Aide I

SUBJECT: APPROVE ANNUAL COMPUTER SOFTWARE AND HARDWARE
MAINTENANCE FOR THE LISTED VENDORS IN THE ESTIMATED
AMOUNT OF \$1,852,183 AND AUTHORIZE CITY MANAGER TO
EXECUTE RENEWAL AGREEMENTS

RECOMMENDATION:

1. Approve Fiscal Year 2025-26 recurring annual computer software and hardware maintenance costs for the listed vendors in the estimated amount of \$1,852,183.
2. Authorize the City Manager to execute renewal agreements, change orders, amendments, and any document necessary to effectuate this action.

BACKGROUND/ANALYSIS:

The Information Technology required to support the City's operations encompasses a wide array of hardware, software, and cloud services. These technologies are pivotal in the City's daily operations, aiding everything from administrative functions to the delivery of essential public services. As technology advances, software solutions and hardware have become integral to managing operations and engaging with citizens.

Each system requires maintenance agreements and annual subscriptions. For hardware, these agreements ensure that staff receive essential updates, patches, and technical support. For software, they support the use of both cloud-based and on-premises applications and provide access to updates and real-time technical support, which are critical for maintaining the City's core business functions.

The attached report provides the estimated costs for each vendor and includes a brief description of the purpose of the related recurring software or hardware. These software licenses and maintenance services are procured through a range of pricing strategies. Some are acquired through government contract pricing, while others come from partners of the City's Enterprise software vendors that support system integration or are available as sole-source services. Additionally, many are proprietary software products.

All prices listed in Attachment 1 are estimates, derived from previous fiscal year costs with an anticipated 3-5% increase, reflecting typical annual pricing adjustments by software vendors. The list also includes estimated costs for new software programs for FY 2025-26. In each instance, staff carefully evaluates pricing and effectiveness to ensure the city secures the best overall value.

Moreover, due to the fast-paced progression of technology demands, it is anticipated that throughout the year, the city may add, remove or alter this list to achieve additional initiatives in the IT Master Plan not to exceed the approved dollar amount being requested here.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The total estimated FY 2025-26 maintenance costs for the annual computer software and hardware for the listed vendors is \$1,852,183. This sum is an estimate, acknowledging that costs may fluctuate as needs are assessed, products are removed, or renewals occur. Funds will be allocated in the proposed FY 2025-26 Information Technology budget (1104190-4362001, 1104190-4336000).

For reference below are the past 3 years of IT Maintenance Costs:

	<i>FY 2022-23</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>
<i>Software</i>	528,526	1,651,359	1,454,604
<i>Hardware</i>	394,529	24,954	39,873
<i>Total</i>	923,055	1,676,313	1,494,477

**FY 2023-24 Includes costs associated with addition of Clariti LMS Implementation*

ATTACHMENTS:

- 1. FY2025-26 Software and Hardware Maintenance List

Scope/Purpose	Software	Vendor	Description	Term	FY25/26 Estimated Totals	
Server/Datacenter	Palo Alto Networks	Fortnet Security	Firewall Security	3-year	\$	20,994.00
	VxRail	The [re]design group	Data Center Servers	3-year	\$	35,853.00
	AWS Consumption	CDWG / Insight	Amazon Web Services	N/A	\$	16,000.00
	ShareGate Migrate Pro	Workleap Platform Inc.	M365 Migration and Governance Tool	1-year	\$	10,200.00
	Dell PowerProtect Backup Svc	CyberGrade Technologies LLC	Backup Service	3-year	\$	16,000.00
Enterprise Applications	Adobe Acrobat Pro	CDWG / Insight	PDF creator software & digital signatures	1-year	\$	18,000.00
	Microsoft365	CDWG / Insight	Cloud-powered Productivity Platform	1-year	\$	77,000.00
	Docusign	Docusign	eSignature Enterprise	1-year	\$	13,000.00
	ArcGIS	Esri	ArcGIS Urban Suite Annual Sub/Analyst	1-year	\$	29,500.00
	Esri	Esri	Enterprise Agreement Fee/Software Maint	1-year	\$	57,000.00
	Bluebeam	USCAD	Bluebeam Studio Prime Level 1	1-year	\$	19,500.00
	Opengov	Opengov	Opengov Procurement	1-year	\$	25,000.00
	Opengov	Opengov	Operating & Capital Budgeting	1-year	\$	41,500.00
	Cartegraph	Opengov	Cartegraph	1-year	\$	54,000.00
	Granicus	Granicus	EHQ Partner CX Services Package, EHQ Unlimited	1-year	\$	26,000.00
	Granicus	Granicus	Renewal of GovAccess/CS	1-year	\$	23,000.00
	Granicus	Granicus	Essentials Package 3	1-year	\$	12,000.00
	Hubley	Hubley	Intranet	1-year	\$	12,000.00
	Nearmap	Nearmap	Aerial Photography Service with 3D	1-year	\$	45,371.00
	Laserfische	ECS Imaging	Electronic Document Management	1-year	\$	75,000.00
	GoGov	GoGov	GoEnforce, Integration to ArcGIS, CRM, and Laserfiche	1-year	\$	30,000.00
	NeoGov	NeoGov	GovJobs.com/Insight/Onboard/Perform	1-year	\$	26,000.00
	Finance Enterprise	Central Square Technologies	ERP - Finance Enterprise - Finance, HR	1-year	\$	59,000.00
	Workday	Workday	ERP System - Finance, Payroll, HR	1-year	\$	251,125.00
	Trakit	Central Square Technologies	ERP - Trakit - Projects, Permit	1-year	\$	67,000.00
	Clariti	Clariti	Clariti Software	1-year	\$	318,705.00
	GovAI	Civia Inc.	AI Assistant for Government	1-year	\$	26,000.00
	Zoom	Zoom	Videotelephony program	1-year	\$	19,000.00
Enterprise Security	Knowbe4	SHI International	Security Training	1-year	\$	25,000.00
	Arctic Wolf	Vector USA	Mangaged Security Center, Vulnerability Scanning, SEIM	1-year	\$	95,000.00
	Activate	GlobalCTI	Emergency Notification for Facilities/Revolution Device	1-year	\$	12,500.00
	Zoho	Zoho	Manage Engine Endpoint Central UEM	1-year	\$	9,000.00
	Endpoint Security	Fortnet Security	Enterprise Asset Management	1-year	\$	10,000.00
	Mimecast	Fortnet Security	Email Security	1-year	\$	44,000.00
	Sophos	Fortnet Security	Cloud Security	1-year	\$	11,000.00
	Okta	CDWG / Insight	Multi Factor Authentication; Identity Cloud	1-year	\$	32,000.00
	Zerto	SHI International	Cloud Based Disaster Recovery System	1-year	\$	45,000.00
Department Specific	AutoCAD	SHI International	Draft and review plans	1-year	\$	13,000.00
	Escribe	Escribe	Agenda Magement Software	1-year	\$	42,000.00
	Tier 2 Debtbook	Debtbook	Accounting software	1-year	\$	13,000.00
	Zartico	Zartico	Visitor Data Information Service	1-year	\$	35,000.00
	CoStar	Costar Realty Information	Web-based real estate platform	1-year	\$	12,200.00
Other - Under 10k	Other	Other	Other Softwares/Subscriptions under 10k	1-year	\$	29,735.00

Annual Maintenance / Subscriptions

\$1,852,183.00

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR THE LAND AND WATER CONSERVATION FUND (LWCF) FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT

RECOMMENDATION:

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT."
2. Authorize the City Manager to execute documents related to the grant application, reporting, and payments.

BACKGROUND/ANALYSIS:

The North Palm Desert Community Park, now named Dave Erwin Park, is planned on 27 acres at Dinah Shore Drive. The conceptual plan has been approved, and staff are working with the consultant, Interwest Consulting Group, to develop construction documents to build the project.

The Land and Water Conservation Fund (LWCF) is a grant program offered by California Department of Parks and Recreation to provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of local residents. Since 1965, over 1,000 parks throughout California have been created or improved with LWCF assistance. This year's application window is open through August 5, 2025, with \$35 million available.

Staff intends to submit an LWCF application to fund a portion of the construction of Dave Erwin Park. The funding requested is the maximum amount of \$6 million, and a match requirement of 50% must be provided. The City's investment is expected to exceed the minimum match requirement, as the current estimated cost to construct the park is approximately \$19 million. Applying does not guarantee funding. A full or partial award, if received, would offset construction costs.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

If awarded, the grant would help offset a portion of the construction costs for Dave Erwin Park. As the grant is reimbursement-based, funding for the full construction cost must still be included in the budget. Therefore, \$16 million has been included in the proposed FY 2025-26 Capital Improvement Project List primarily in Year 2, with Measure G as the identified funding source. This action has no additional financial impact to the General Fund.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, hereby:

1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed North Palm Desert Community Park Project; and
2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, of which up to half may be reimbursed; and
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

6. Appoint the City Manager, or authorized designee, as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Brad Chuck, Public Works Superintendent
Shawn Muir, Community Services Manager

SUBJECT: PURCHASE OF GRASS SEED FROM THE LOWEST RESPONSIBLE
BIDDER FOR FISCAL YEAR 2025/26 (PROJECT NO. MLS00021)

RECOMMENDATION:

1. Authorize the City Manager to approve the purchase of 174,500 pounds of grass seed from the lowest responsible bidder, in an amount not to exceed \$300,000 for Fiscal Year 2025/26.
2. Pursuant to PDMC Section 3.30.160(I), make a finding that such purchase is in the best interest of the City.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents, changes, or amendments necessary to effectuate this action.

BACKGROUND/ANALYSIS:

Each year, the City of Palm Desert (City) and Desert Willow Golf Resort (DWGR) jointly purchase grass seed to overseed City parks, sports fields, greenbelts, and DWGR's Fire Cliff and Mountain View golf courses. By combining orders, the City and DWGR maximize cost savings and ensure consistent delivery. Although recent turf reduction projects have been implemented at DWGR, there will be no decrease in seed quantity. This is because the courses are overseeded earlier in the season, often resulting in poor germination rates due to persistent heat. However, this must be done so that the course may be operational at the start of the golf season, when the second course is closed for overseeding. DWGR staff must balance the weather conditions and golf needs to achieve the best result. By maintaining an adequate stock of seed on hand, Desert Willow staff can promptly reseed areas as needed to ensure course quality.

The fall golf season begins a high-demand period for DWGR, requiring well-established turf conditions to support course quality and visitor volume. To ensure seed is delivered in time for proper establishment, DWGR has identified September 8, 2025, as the delivery deadline. In coordination with this timeline, the City released a Request for Quotes (RFQ) ahead of the typical seed pricing period. The RFQ was advertised with a submission deadline of July 10, 2025. Given the City Council's summer recess and the time required to execute a purchase agreement, staff recommend authorizing the City Manager to approve the purchase directly, as doing so serves the best interests of the City. This approach enables the City to act quickly, secure pricing, and maintain the overseeding schedule.

Seed growers generally release pricing to suppliers in early July ahead of the overseeding season. According to suppliers, seed production is stabilizing, and prices are expected to remain competitive. However, rising fuel costs and inflation continue to influence final pricing. Staff

City of Palm Desert
Authorize the City Manager to Approve the Purchase of Grass Seed

anticipates that the seed supply will be sufficient, but higher transportation costs have been factored into the estimate to ensure timely delivery.

Based on current supplier forecasts, rye seed prices are expected to range between \$1.50 and \$1.75 per pound. However, prices can fluctuate by as much as \$0.30 per pound depending on market conditions at the time of procurement. The following table summarizes average per-pound seed costs over the past five years and estimates for Fiscal Year (FY) 2025/26:

Seed	Price Per Pound (Estimates)					
	2020	2021	2022	2023	2024	2025
Perennial Rye Grass seed (Blend)	\$1.04	\$1.75	\$2.20	\$1.50	\$1.50	\$1.50
Perennial Rye Grass Seed (Apron)	\$1.14	\$2.00	\$2.25	\$1.58	\$1.58	\$1.58
Poa Trivialis Grass Seed	\$3.20	\$4.00	\$5.25	\$4.99	\$4.99	\$5.20

The table below shows the historical cost breakdown between DWGR and the City:

Cost Breakdown			
Year	DWGR Cost	City Cost	Total
2020	\$149,177.40	\$35,859.20	\$189,039.60
2021	\$230,500.00	\$59,500.00	\$290,000.00
2022	\$312,044.00	\$80,597.00	\$392,641.00
2023	\$207,807.00	\$64,553.00	\$272,360.00
2024	\$164,335.00	\$59,974.00	\$224,309.00
2025**	\$191,619.10	\$81,336.25	\$272,955.35

***Estimate includes an additional 5,500 lbs of seed plus 15% markup for seed cost variation.*

Previously, the overall purchase of seed was 169,000 pounds; however, this year staff estimates purchasing an additional 5,500 pounds for a total of 174,500 pounds of seed to accommodate the extended overseeding time frame for Desert Willow. The total purchase is not expected to exceed \$300,000. If actual costs exceed this amount, staff will return to City Council for ratification on August 28, 2025. Authorizing the City Manager in advance allows the City to respond efficiently to market conditions and secure the seed quantities required for a successful overseeding season.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The Public Works Department plans to purchase approximately 41,000 pounds of Standard Perennial Rye Grass Seed for an estimated cost of \$85,000. Desert Willow Golf Resort will use the remaining 133,500 pounds of seed with an estimate cost of \$195,000. The proposed budgets for Public Works and Desert Willow Golf Resort total \$300,000 allocated across various accounts to support the annual seed purchase. Therefore, no further financial impact beyond what has been included as part of the FY 2025/26 proposed Annual Budget is anticipated.

While staff expect seed prices to remain consistent with FY 2023/24, an increase in the total

City of Palm Desert
Authorize the City Manager to Approve the Purchase of Grass Seed

quantity of seed used by Public Works and higher fuel and shipping charges are anticipated. To ensure sufficient funding, the estimated total cost includes a 15% markup over last year's seed cost.

<i>FY 2025/26</i>	<i>Account Number</i>	<i>Available Budget*</i>
<i>Civic Center Park</i>	1104610-4332001	\$30,000
<i>Tri-Cities Sports Facilities</i>	1104610-4337100	\$15,000
<i>Parks</i>	1104611-4332001	\$40,000
<i>El Paseo Medians</i>	1104614-4337001	\$10,000
<i>Haystack Greenbelt</i>	2764374-4332100	\$5,000
<i>Public Works Department's Budget</i>		<i>\$100,000</i>
<i>Desert Willow Golf Resort</i>	4414159-4809200	\$200,000
<i>Total Budget</i>		<i>\$300,000</i>

*Although the amounts listed are intended to cover the purchases, actual distribution of costs will vary based on actual use.

**CITY OF PALM DESERT and
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 26, 2025

PREPARED BY: Brad Chuck, Public Works Superintendent
Shawn Muir, Community Services Manager

SUBJECT: AWARD ON-CALL CONTRACTS TO EIGHT VENDORS FOR FACILITIES
REPAIRS AND IMPROVEMENTS (PROJECT NO. MFA00009)

RECOMMENDATION:

1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in an aggregate amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreements.
3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action.
4. Authorize National Community Renaissance of California, to enter into on-call contracts with the eight vendors for Facilities Repairs and Improvements, on behalf of the Palm Desert Housing Authority.
5. Authorize the City Manager/Executive Director to execute a Notice of Completion (NOC) and the City Clerk to file an NOC upon satisfactory completion of construction related tasks.

BACKGROUND/ANALYSIS:

Facility Maintenance Needs:

The City of Palm Desert (City) and the Palm Desert Housing Authority (Housing Authority) are responsible for maintaining a wide range of public facilities, including municipal buildings, fire stations, parks and recreation amenities, and affordable housing sites. Many of these facilities require ongoing maintenance, repairs, and improvements to ensure safety, operational functionality, and continued public use. Below is a list of facility locations:

Buildings	Fire Stations	Parks and Recreation	Housing Authority Properties
City Hall 73510 Fred Waring Drive	Fire Station No. 33 44400 Towne Center Way	Palm Desert Aquatic Center 73751 Magnesia Falls Drive	One Quail Place 72-600 Fred Waring
Community Center (Henderson) 72559 Highway 111	Fire Station No. 67 73200 Mesa View Drive	Cahuilla Hills Park 45825 Edgehill Drive	Las Serenas 73-315 Country Club Drive
Corporation Yard 74705 42 nd Avenue	Fire Station No. 71 73995 Country Club Drive	Cap Homme/Ralph Adams Park 72500 Thrush Road	California Villas 77-107 California Drive

City of Palm Desert and Palm Desert Housing Authority
Award On-Call Contracts for Facilities Repairs and Improvements

Portola Community Center 45480 Portola Avenue		Civic Center Park 43900 San Pablo Ave	Catalina Gardens 73-600 Catalina Way
Palm Desert Sheriff Substation, 73520 Fred Waring Drive		Freedom Park 77400 Country Club Drive	Desert Pointe 43-805 Monterey Avenue
Parkview Office Complex 73710 Fred Waring Drive		Hovley Soccer Park 74735 Hovley Lane	Laguna Palms 73-875 Santa Rosa Way
Desert Willow Golf Resort, 38995 Desert Willow Drive		Ironwood Park 47800 Chia Drive	Neighbors 73-535 Santa Rosa Way
iHUB 37023 Cook Street, Ste 102		Joe Mann Park 77810 California Drive	Pueblos 73-695 Santa Rosa Way
Henderson Building		Magnesia Falls City Park 74200 Rutledge Way	Taos Palms 44-830 Las Palmas
Artists Center 725567 Highway 111		Palma Village Park 44550 San Carlos Avenue	Candlewood Apartments 7400 & 74002 Shadow Mountain
Palm Desert Historical Society, 72861 El Paseo		University Park East 74902 University Park Drive	Palm Village Apartments 73-650 Santa Rosa Way
State Building 73720 Fred Waring Drive		University Dog Park 74802 University Park Drive	Sagecrest 73-811 Santa Rosa Way
		Washington Charter School Park 45768 Portola Avenue	La Rocca Villas 42-135 Golden Eagle Lane
		Park A 74201 Harper Street	Carlos Ortega Villas 77-915 Avenue of the States
			Santa Rosa 73625 Street Rosa Way

To address these needs efficiently, staff recommends awarding eight on-call maintenance contracts to qualified vendors. These agreements will allow the City/Housing Authority to issue task orders for a variety of services without the need to conduct separate bid processes for each project. In January 2023, the City Council awarded Contracts C44620A-C to PUB Construction, Inc., Belfor USA Group, and Elite Customs Construction. Additional Contracts C44620D-E were awarded in August 2023, and Contracts C44620F-H were awarded in July 2024. Staff routinely solicit proposals to encourage competition among vendors and increase the on-call contractor pool. Staff then request a task order be issued to the selected vendor for the specific project based on price, scheduling, and capability. Work may include, but is not limited to, framing, drywall, painting, concrete, carpentry, audiovisual and security systems, welding, flooring, fixture repair, plumbing, and electrical work.

For the first time since this contracting method has been utilized by the City, The Palm Desert Housing Authority is being included so that maintenance and improvements may also be conducted at Housing properties under these contracts when needed. This reduces the time frame typically needed to contract with vendors for these services and ensures that the contractors conducting work at those properties have been vetted by the City. The Housing Authority's contracted property management company, National Community Renaissance of California (National CORE), may enter into task order agreements on the Authority's behalf as authorized in accordance with the Property Management Agreement for the day-to-day operations of the properties.

Selection Process:

The Request for Proposals (RFP) was released in the City's online procurement portal (PROJECT ID: 2025-RFP-161) on February 18, 2025, and closed on April 17, 2025. Twelve proposals were received. A selection committee evaluated each submission based on clarity, the quality of the proposed work plan, firm experience, references, and cost.

The following eight vendors are recommended for contract award. These firms will be used on an as-needed basis through task orders, with assignments determined by project scope, contractor expertise, and schedule availability:

Vendor	Location	Ranking
M. Brey Inc, dba MBE Construction	Beaumont, CA	1
R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells	Indio, CA	2
PUB Construction, Inc.	Diamond Bar, CA	3
Brian Stemmer Construction	Palm Desert, CA	4
Southern Pacific Construction	Temecula, CA	5
AMTEK Construction	Orange, CA	6
Cove Electric Inc.	Palm Desert, CA	7
Urban Worx Construction, Inc.	Palm Desert, CA	8

Scoring and ranking are not factors in the award of these contracts. All vendors meeting the minimum qualifications are being awarded. Awarding a collective not-to-exceed amount of \$4,500,000 per fiscal year across all vendors will enable the City/Housing Authority to coordinate repairs and improvements efficiently and avoid delays related to procurement. Although each vendor enters an agreement with the City, Purchase Orders are opened by the Finance Department upon approval of Task Orders for specific work. By this method, staff are able to track the projects and expenditures under the aggregate contract budget. This approach supports timely facility upkeep, reduces administrative overhead, and allows staff to match project needs with appropriate contractor capabilities.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Appointed Body Recommendation:

The Housing Commission will consider recommendation of this item at its regular meeting on June 11, 2025. Staff will be available to provide information regarding the Commission's recommendation at the City Council and Housing Authority Board Meeting on June 26, 2025.

FINANCIAL IMPACT:

The approved Public Works Operations and Capital Improvement Plan (CIP) and Housing Authority Budgets for Fiscal Year 2025/26 include approximately \$7,985,000 in total funding. Of this amount, approximately \$4.5 million is recommended for contracts that will be administered through task orders. These contracts are intended for repair and improvement projects that are broader in scope, more complex in nature, or of greater scale, and will support a variety of accounts across City and Housing Authority facilities.

The remaining budget of approximately \$3,485,000 is allocated for traditional contracts used to perform routine maintenance and minor improvements, such as basic electrical or plumbing repairs. These contracts are part of the City's standard maintenance practices.

As a result, there is no additional financial impact to the General Fund associated with this action.

<i>Account No.</i>	<i>Description</i>	<i>Ops Budget</i>	<i>CIP FY25/26 Budget</i>
1104610-4331000 & 4004674-4400100	Civic Center Park	\$100,000	**\$1,600,000
1104611-4331000 & 4004618-4400100	Parks	\$150,000	**\$1,500,000
1104330-4331000 & 4004330-4400100	Corporation Yard	\$50,000	**\$600,000
1104340-4331000 & 4504161-4400100	City Hall	\$100,000	**\$750,000
1104344-4331000 & 4504439-4400100	Portola	\$25,000	**\$100,000
1104800-4388500 & 4504164-4388500	Artists Center	\$10,000	**\$225,000
2304220-4331000 & -4400100	Fire Stations	\$50,000	\$750,000
2424549-4331101 & -4400100	Aquatic Center	\$50,000	\$300,000
4504164-4400100	Henderson Building	\$10,000	**\$250,000
5104361-4400100	State Building	\$15,000	**\$750,000
871xxxx-xxxx000	Housing Authority		\$600,000
(Multiple Housing Accounts)			
<i>Totals</i>		\$560,000	\$7,425,000
<i>Total FY 25/26 Available Budget</i>			\$7,985,000

Although the amounts listed are intended to cover the costs, actual distribution will vary based on actual use.

**Includes estimated FY 2024-25 CIP carryover amount

Funding for this agreement in future fiscal years is contingent upon City Council/Housing Authority approval of the budget request. The initial round of contracting by this method provided an aggregate annual amount of \$750,000, however staff quickly recognized that deferred maintenance could be addressed quickly and efficiently using this process. Over time, through City Council action, the amount was increased to \$3,000,000 in August 2023, then to \$4,500,000 in July 2024. By continuing a \$4.5M aggregated annual maximum, any amount approved by City Council/Housing Authority, equal to or less than this amount, would not require a contract amendment in addition to the approved budget allocation.

ATTACHMENTS:

1. Maintenance Services Agreement AMTEK Construction
2. Maintenance Services Agreement Brian Stemmer Construction
3. Maintenance Services Agreement Cove Electric Inc.
4. Maintenance Services Agreement M. Brey Inc, dba MBE Construction
5. Maintenance Services Agreement PUB Construction, Inc.
6. Maintenance Services Agreement R&R B Inc, dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells
7. Maintenance Service Agreement Southern Pacific Construction
8. Maintenance Services Agreement Urban Worx Construction, Inc.
9. Proposal AMTEK Construction
10. Proposal Brian Stemmer Construction
11. Proposal Cove Electric Inc.
12. Proposal M. Brey Inc, dba MBE Construction
13. Proposal PUB Construction, Inc.
14. Proposal R&R B Inc, dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells
15. Proposal Southern Pacific Construction
16. Proposal Urban Worx Construction, Inc.
17. Performance and Payment Bond Template

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **AMTEK Construction, an S Corporation**, with its principal place of business at **946 N Lemon Street Orange, CA 92867** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2**

additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Alan Sayce, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that

all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water

in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies; and

(d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective

agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by

Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related

project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: AMTEK Construction
946 N Lemon Street
Orange, CA 92867-5605
ATTN: **Alan Sayce, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert

witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND AMTEK CONSTRUCTION**

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

**CITY OF PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**AMTEK CONSTRUCTION, AN S
CORPORATION**

By: _____

Chris Escobedo
Interim City Manager

By: _____

Alan Sayce
President

Attest:

By: _____

Steve Sayce
Vice President

By: _____

Anthony J. Mejia
City Clerk

490382

Contractor's License Number and
Classification

Approved as to form:

1000009822

DIR Registration Number (*if applicable*)

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

Bonds

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) or Palm Desert Housing Authority ("City") owned or operated.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on a requested basis for the City. Facilities' maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials**

will be paid at cost plus an allowable 15% markup. Labor will be paid based on the approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT **TASK ORDER**

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total annual compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council, Housing Authority Board, Executive Director, or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$190.00
2	Construction Supervisor	Hourly Rate	\$197.00
3	Framer	Hourly Rate	\$174.00
4	Drywall Installer	Hourly Rate	\$174.00
5	Plumber	Hourly Rate	\$190.00
6	Concrete Worker	Hourly Rate	\$168.00
7	Carpenter	Hourly Rate	\$174.00
8	Painter	Hourly Rate	\$168.00
9	Welder	Hourly Rate	\$168.00
10	Flooring Installer	Hourly Rate	\$168.00
11	Electrician	Hourly Rate	\$177.00
12	Laborer	Hourly Rate	\$168.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025** by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Brian Stemmer Construction, a Sole Proprietorship**, with its principal place of business at **74478 Hwy 111 #332 Palm Desert, CA 92260** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Brian K. Stemmer, Owner**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per fiscal year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: Brian Stemmer Construction
74478 Hwy 111 #332
Palm Desert, CA 92260
ATTN: **Brian K. Stemmer, Owner**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services,

the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND BRIAN STEMMER CONSTRUCTION**

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

**CITY OF PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**BRIAN STEMMER CONSTRUCTION, A
SOLE PROPRIETORSHIP**

By: _____
Chris Escobedo
Interim City Manager

By: _____
Brian K. Stemmer
Owner

Attest:

By: _____
Anthony J. Mejia
City Clerk

649172
Contractor's License Number and
Classification

1001078656
DIR Registration Number (*if applicable*)

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

Bonds

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

Exhibit "A"

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____

Contractor Name: _____

Project Manager: _____

This Task Order is hereby executed on: _____

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date: _____

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
City Manager2. ACCEPTED BY: _____
Contractor

**NOTE: No payments will be made prior
to City Manager or Council approval**

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed

the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$145.00
2	Construction Supervisor	Hourly Rate	\$130.00
3	Framer	Hourly Rate	\$120.00
4	Drywall Installer	Hourly Rate	\$120.00
5	Plumber	Hourly Rate	\$120.00
6	Concrete Worker	Hourly Rate	\$120.00
7	Carpenter	Hourly Rate	\$120.00
8	Painter	Hourly Rate	\$120.00
9	Welder	Hourly Rate	\$120.00
10	Flooring Installer	Hourly Rate	\$120.00
11	Electrician	Hourly Rate	\$140.00
12	Laborer	Hourly Rate	\$95.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025** by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Cove Electric Inc., a Corporation**, with its principal place of business at **77-971 Wildcat Drive, Suite F, Palm Desert, CA 92211** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2**

additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Charles Bojkovsky, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that

all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water

in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies; and

(d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective

agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by

Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related

project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: Cove Electric Inc.
77-971 Wildcat Drive, Suite F
Palm Desert, CA 92211
ATTN: **Charles Bojkovsky, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert

witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND COVE ELECTRIC 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 PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**COVE ELECTRIC INC., A
CORPORATION**

By: _____
Chris Escobedo
Interim City Manager

By: _____
Charles Bojkovsky
President

Attest:

By: _____
Danielle Bojkovsky
Vice President

By: _____
Anthony J. Mejia
City Clerk

397002
Contractor's License Number and
Classification

1000004317
DIR Registration Number (*if applicable*)

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

Bonds

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

Exhibit "A"

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

**NOTE: No payments will be made prior
 to City Manager or Council approval**

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$0.00
2	Construction Supervisor	Hourly Rate	\$0.00
3	Framer	Hourly Rate	\$0.00
4	Drywall Installer	Hourly Rate	\$0.00
5	Plumber	Hourly Rate	\$0.00
6	Concrete Worker	Hourly Rate	\$0.00
7	Carpenter	Hourly Rate	\$0.00
8	Painter	Hourly Rate	\$0.00
9	Welder	Hourly Rate	\$0.00
10	Flooring Installer	Hourly Rate	\$0.00
11	Electrician	Hourly Rate	\$109.00
12	Laborer	Hourly Rate	\$0.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **M. Brey Inc, dba MBE Construction , an S Corporation**, with its principal place of business at **408 Elm Avenue, Beaumont, CA 92223** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Matthew Brey, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: M. Brey Inc, dba MBE Construction
408 Elm Avenue
Beaumont, CA 92223
ATTN: **Matthew Brey, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services,

the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND M. BREY INC, DBA MBE CONSTRUCTION**

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

**CITY OF PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**M. BREY INC, DBA MBE
CONSTRUCTION,
AN S CORPORATION**

By: _____

Chris Escobedo
Interim City Manager

By: _____

Matthew Brey
President

Attest:

By: _____

Matthew Brey
Secretary

By: _____

Anthony J. Mejia
City Clerk

581224

Contractor's License Number and
Classification

1000005926

DIR Registration Number (*if applicable*)

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:	
Task Order No.:	
Task Order Bonds Needed?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Account No.:	
Project No.:	
Vendor No.:	

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is:

_____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$147.00
2	Construction Supervisor	Hourly Rate	\$151.00
3	Framer	Hourly Rate	\$127.00
4	Drywall Installer	Hourly Rate	\$127.00
5	Plumber	Hourly Rate	\$142.00
6	Concrete Worker	Hourly Rate	\$127.00
7	Carpenter	Hourly Rate	\$127.00
8	Painter	Hourly Rate	\$127.00
9	Welder	Hourly Rate	\$127.00
10	Flooring Installer	Hourly Rate	\$127.00
11	Electrician	Hourly Rate	\$142.00
12	Laborer	Hourly Rate	\$119.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **PUB Construction, Inc., an S Corporation**, with its principal place of business at **23545 Palomino Dr. #104 Diamond Bar, CA 91765** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Chris Yi, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: PUB Construction, Inc.
23545 Palomino Dr. #104
Diamond Bar, CA 91765
ATTN: **Chris Yi, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services,

the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND PUB CONSTRUCTION, 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 PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**PUB CONSTRUCTION, INC. AN S
CORPORATION**

By: _____
Chris Escobedo
Interim City Manager

By: _____
Chris Yi
President

Attest:

By: _____
Chris Yi
Secretary

By: _____
Anthony J. Mejia
City Clerk

788668
Contractor's License Number and
Classification

1000005407
DIR Registration Number (*if applicable*)

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

Exhibit "A"

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:	
Task Order No.:	
Task Order Bonds Needed?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Account No.:	
Project No.:	
Vendor No.:	

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

--

The dollar amount for this task order is:

_____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$130.00
2	Construction Supervisor	Hourly Rate	\$100.00
3	Framer	Hourly Rate	\$114.00
4	Drywall Installer	Hourly Rate	\$114.00
5	Plumber	Hourly Rate	\$132.00
6	Concrete Worker	Hourly Rate	\$110.00
7	Carpenter	Hourly Rate	\$114.00
8	Painter	Hourly Rate	\$89.00
9	Welder	Hourly Rate	\$131.00
10	Flooring Installer	Hourly Rate	\$88.00
11	Electrician	Hourly Rate	\$127.00
12	Laborer	Hourly Rate	\$104.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **R&R B Inc dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells,, an S Corporation**, with its principal place of business at **81785 Trader Place, Suite A, Indio, CA 92201** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025**, to **June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2** additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Rick Brogdon, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: R&R B Inc dba Servpro of Palm
Springs/Indio/Coachella/LaQuinta/Indian Wells
81785 Trader Place, Suite A
Indio, CA 92201
ATTN: **Rick Brogdon, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees,

subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND R&R B INC DBA SERVPRO OF PALM
SPRINGS/INDIO/COACHELLA/LAQUINTA/INDIAN WELLS**

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

**CITY OF PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**R&R B INC DBA SERVPRO OF PALM
SPRINGS/INDIO/COACHELLA/LAQUINTA/INDIAN
WELLS, AN S CORPORATION**

By:

Chris Escobedo
Interim City Manager

By: _____

Rick Brogdon
President

By: _____

Rhonda Brogdon
Secretary

Attest:

By:

Anthony J. Mejia
City Clerk

935856
Contractor's License Number and Classification

1000030258
DIR Registration Number *(if applicable)*

Approved as to form:

By:

Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

Bonds

Contract No. _____

Exhibit "A"

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is:

_____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

**NOTE: No payments will be made prior
 to City Manager or Council approval**

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$115.50
2	Construction Supervisor	Hourly Rate	\$115.50
3	Framer	Hourly Rate	\$115.50
4	Drywall Installer	Hourly Rate	\$115.50
5	Plumber	Hourly Rate	\$126.50
6	Concrete Worker	Hourly Rate	\$126.50
7	Carpenter	Hourly Rate	\$115.50
8	Painter	Hourly Rate	\$115.50
9	Welder	Hourly Rate	\$126.50
10	Flooring Installer	Hourly Rate	\$115.50
11	Electrician	Hourly Rate	\$126.50
12	Laborer	Hourly Rate	\$105.50

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025** by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Southern Pacific Construction, an Sole Proprietorship**, with its principal place of business at **33362 Rhine Avenue Temecula, CA 92592** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **Scott Patterson, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: Southern Pacific Construction
33362 Rhine Avenue
Temecula, CA 92592
ATTN: **Scott Patterson, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services,

the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND SOUTHERN PACIFIC CONSTRUCTION**

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

**CITY OF PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**SOUTHERN PACIFIC CONSTRUCTION,
A SOLE PROPRIETORSHIP**

By: _____
Chris Escobedo
Interim City Manager

By: _____
Scott Patterson
President

Attest:

580492
Contractor's License Number and
Classification

By: _____
Anthony J. Mejia
City Clerk

1000824046
DIR Registration Number (*if applicable*)

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

Exhibit "A"

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT "B"

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

**NOTE: No payments will be made prior
 to City Manager or Council approval**

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$162.00
2	Construction Supervisor	Hourly Rate	\$162.00
3	Framer	Hourly Rate	\$125.00
4	Drywall Installer	Hourly Rate	\$110.00
5	Plumber	Hourly Rate	\$140.00
6	Concrete Worker	Hourly Rate	\$155.00
7	Carpenter	Hourly Rate	\$125.00
8	Painter	Hourly Rate	\$101.00
9	Welder	Hourly Rate	\$160.00
10	Flooring Installer	Hourly Rate	\$100.00
11	Electrician	Hourly Rate	\$122.00
12	Laborer	Hourly Rate	\$112.00

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **26th** day of **June, 2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Urban Worx Construction, Inc., a Corporation**, with its principal place of business at **39203 Leopard Street Suite B, Palm Desert, CA 92211** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. 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 maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009
(hereinafter referred to as "the Project").**

3. Terms.

3.1 Scope of Services and Term.

3.1.1 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 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. 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. Any personnel performing the Services under this Agreement on behalf of Contractor shall 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 in a prompt and timely manner in accordance with each Task Order 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. 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 **Shawn Muir, Community Services 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 except for increasing compensation. 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 **James Henderson, President**, 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. 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 or refuses 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.

3.2.8 Period of Performance. 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, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services 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.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the

State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor 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. Contractor 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.

3.2.10.2 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.

3.2.10.3 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 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.

3.2.10.4 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits

issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and

(d) Policies shall “follow form” to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 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, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" 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.

3.2.13.3 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 ten (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.

3.2.13.4 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.

3.2.14 Accounting Records. 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.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

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 maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. The City, in its sole and absolute discretion, may withhold five percent (5%) of any approved progress estimate as retainage if the City determines that such withholding is necessary or appropriate. The remainder of each approved progress estimate, after any such retainage, shall be paid to the Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 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.

3.3.6 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 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, 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 or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 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.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest,

financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished 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.

3.4.4 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 General Provisions.

3.5.1 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: Urban Worx Construction, Inc.
39203 Leopard Street, Suite B
Palm Desert, CA 92211
ATTN: **James Henderson, President**

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services,

the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, 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 survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. 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 Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.5.7 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.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives 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.

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

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

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 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.

3.5.13 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. 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.

3.5.14 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.

3.5.15 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.

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

3.5.17 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.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY
AND URBAN WORX CONSTRCUTION, 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 PALM DESERT OR PALM
DESERT HOUSING AUTHORITY**

**URBAN WORX CONSTRCUTION, INC. A
CORPORATION**

By: _____

Chris Escobedo
Interim City Manager

By: _____

James Henderson
President

Attest:

By: _____

John Doyle
Vice President

By: _____

Anthony J. Mejia
City Clerk

1066712

Contractor's License Number and
Classification

2000008490

DIR Registration Number (*if applicable*)

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

4. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the

approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. 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.



CITY OF PALM DESERT

TASK ORDER

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

EXHIBIT “C”**COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)**, per Fiscal Year, without written approval of the City Council or City Manager, as applicable.

Pricing schedule is as follows:

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$220.00
2	Construction Supervisor	Hourly Rate	\$217.00
3	Framer	Hourly Rate	\$195.00
4	Drywall Installer	Hourly Rate	\$195.00
5	Plumber	Hourly Rate	\$212.00
6	Concrete Worker	Hourly Rate	\$184.00
7	Carpenter	Hourly Rate	\$195.00
8	Painter	Hourly Rate	\$152.00
9	Welder	Hourly Rate	\$216.00
10	Flooring Installer	Hourly Rate	\$180.00
11	Electrician	Hourly Rate	\$217.00
12	Laborer	Hourly Rate	\$187.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[AMTEK CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

AMTEK CONSTRUCTION Response

CONTACT INFORMATION

Company:

AMTEK CONSTRUCTION

Email:

deena@amtekconstruction.com

Contact:

Deena Moore

Address:

946 N Lemon Street
Orange, CA 92867

Phone:

(562) 696-7111

Website:

www.amtekconstruction.com

Submission Date:

Apr 17, 2025 10:35 AM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #2

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #3

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #4

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

AMTEK_CONSTRUCTION_REPONSE-_Proposal.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

490382

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000009822

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

AMTEK_CONSTRUCTION_REPONSE-_Project_Team_Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

- A. Full Name: Alan Sayce
- B. Title: President / CEO
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: alan@amtekconstruction.com

- E. Phone Number: Office (562) 696-7111 Ext.101

- A. Full Name: Steve Sayce
- B. Title: Vice President
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: steven@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111

- A. Full Name: Deena Moore
- B. Title: Secretary/COO/ Service Manager
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: deena@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111 Ext.103

- A. Full Name: Loretta Sayce
- B. Title: Treasurer/ CFO
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: loretta@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111 Ext.105

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$190.00
2	Construction Supervisor	Hourly Rate	\$197.00
3	Framer	Hourly Rate	\$174.00
4	Drywall Installer	Hourly Rate	\$174.00
5	Plumber	Hourly Rate	\$190.00
6	Concrete worker	Hourly Rate	\$168.00
7	Carpenter	Hourly Rate	\$174.00
8	Painter	Hourly Rate	\$168.00
9	Welder	Hourly Rate	\$168.00
10	Flooring Installer	Hourly Rate	\$168.00
11	Electrician	Hourly Rate	\$177.00

Line Item	Description	Unit of Measure	Unit Cost
12	Laborer	Hourly Rate	\$168.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[BRIAN STEMMER CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Brian Stemmer Construction Response

CONTACT INFORMATION

Company:

Brian Stemmer Construction

Email:

bkstemmer@hotmail.com

Contact:

brian stemmer

Address:

74478 Hwy 111 #322
Palm Desert, CA 92260

Phone:

(760) 819-5476

Website:

N/A

Submission Date:

Apr 15, 2025 12:22 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 7, 2025 1:53 PM by brian stemmer

Addendum #2

Confirmed Apr 7, 2025 1:55 PM by brian stemmer

Addendum #3

Confirmed Apr 7, 2025 1:55 PM by brian stemmer

Addendum #4

Confirmed Apr 15, 2025 12:14 PM by brian stemmer

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Palm_Desert_RFP_2025_Housing_Authority.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

649172

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1001078656

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

Sole Proprietor/Individual

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resume.docx

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Brian Stemmer

Owner

74478 Hwy 111 #322 Palm Desert, Ca. 92260

Bkstemmer@hotmail.com

760-819-5476

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$145.00
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5	Plumber	Hourly Rate	\$120.00
6	Concrete worker	Hourly Rate	\$120.00
7	Carpenter	Hourly Rate	\$120.00
8	Painter	Hourly Rate	\$120.00
9	Welder	Hourly Rate	\$120.00
10	Flooring Installer	Hourly Rate	\$120.00
11	Electrician	Hourly Rate	\$140.00
12	Laborer	Hourly Rate	\$95.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[COVE ELECTRIC INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Cove Electric Inc. Response

CONTACT INFORMATION

Company:

Cove Electric Inc.

Email:

jchavez@coveelectric.com

Contact:

Jorge Chavez

Address:

77-971 Wildcat Drive, Suite F
Palm Desert, CA 92211

Phone:

(760) 360-0036

Website:

<https://coveelectric.com/>

Submission Date:

Apr 17, 2025 5:00 PM (Pacific Time)

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. Firm Staffing and Key Personnel

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. Proposed Method to Accomplish the Work

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cove_Electric_Resume_-_Project_4_4.17.25.pdf

2. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

39702

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000004317

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

C Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Cove_Electric_Resume_-_Project_4_4.17.25.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address

5. Phone Number

Charles Bojkovsky

77971 Wildcat Dr. Ste. F

Palm Desert CA 92211

cbojkovsky@coveelectric.com

(760) 275-7594

Danielle Bojkovsky

77971 Wildcat Dr. Ste. F

Palm Desert CA 92211

cbojkovsky@coveelectric.com

(760) 275-6220

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

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4	Drywall Installer	Hourly Rate	\$0.00
5	Plumber	Hourly Rate	\$0.00
6	Concrete worker	Hourly Rate	\$0.00
7	Carpenter	Hourly Rate	\$0.00
8	Painter	Hourly Rate	\$0.00
9	Welder	Hourly Rate	\$0.00
10	Flooring Installer	Hourly Rate	\$0.00
11	Electrician	Hourly Rate	\$109.00
12	Laborer	Hourly Rate	\$0.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[M. BREY INC, DBA MBE CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

M. Brey Inc, dba MBE Construction Response

CONTACT INFORMATION

Company:

M. Brey Inc, dba MBE Construction

Email:

marco@mbreyinc.com

Contact:

Marco Rodriguez

Address:

408 Elm Ave.
Beaumont, CA 92223

Phone:

N/A

Website:

N/A

Submission Date:

Apr 2, 2025 1:09 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #2

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #3

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #4

Confirmed Apr 11, 2025 7:50 AM by Marco Rodriguez

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Proposal_Palm_Desert.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

581224

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005926

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

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Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Matthew Brey,

President

408 Elm Ave

Beaumont, CA 92223

matt@mbreyinc.com

951-845-5438

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

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1	Construction Foreman	Hourly Rate	\$147.00
2	Construction Supervisor	Hourly Rate	\$151.00
3	Framer	Hourly Rate	\$127.00
4	Drywall Installer	Hourly Rate	\$127.00
5	Plumber	Hourly Rate	\$142.00
6	Concrete worker	Hourly Rate	\$127.00
7	Carpenter	Hourly Rate	\$127.00
8	Painter	Hourly Rate	\$127.00
9	Welder	Hourly Rate	\$127.00
10	Flooring Installer	Hourly Rate	\$127.00
11	Electrician	Hourly Rate	\$142.00
12	Laborer	Hourly Rate	\$119.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[PUB CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

PUB Construction, Inc. Response

CONTACT INFORMATION

Company:

PUB Construction, Inc.

Email:

bidding@pubconstruction.com

Contact:

Chris Yi

Address:

23545 Palomino Dr.

Ste. 104

Diamond Bar, CA 91765

Phone:

(909) 455-0187

Website:

N/A

Submission Date:

Apr 10, 2025 3:57 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 24, 2025 1:26 PM by Chris Yi

Addendum #2

Confirmed Mar 21, 2025 4:09 PM by Chris Yi

Addendum #3

Confirmed Mar 21, 2025 4:10 PM by Chris Yi

Addendum #4

Confirmed Apr 10, 2025 3:55 PM by Chris Yi

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cover_Letter.pdf
Proposed_Method.pdf
Key_Personnel.docx
References.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity

identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

788668

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005407

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

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Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Jerry_Greer_Resume.pdf

Anthony_Favela_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Chris Yi

President/Secretary

23545 Palomino Dr. #104 Diamond Bar, CA 91765

chri.yi@pubconstruction.com

909-455-0187

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

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7	Carpenter	Hourly Rate	\$114.00
8	Painter	Hourly Rate	\$89.00

Line Item	Description	Unit of Measure	Unit Cost
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10	Flooring Installer	Hourly Rate	\$88.00
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12	Laborer	Hourly Rate	\$104.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[R&R B INC DBA SERVPRO OF PALM SPRINGS/INDIO/COACHELLA/LAQUINTA/INDIAN WELLS] RESPONSE
DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells Response

CONTACT INFORMATION

Company:

R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells

Email:

sales@servpro9344.com

Contact:

Amber Pedersen

Address:

81785 Trader Place, Suite A
Indio, CA 92201

Phone:

N/A

Website:

servprochinohills.com

Submission Date:

Apr 4, 2025 12:17 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #2

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #3

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #4

Confirmed Apr 10, 2025 1:20 PM by Amber Pedersen

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

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Final_Draft-Submittal_(2024-RFP-161)_Facility_Repairs_and_Improvement_Project_4.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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(Public Contract Code section 2200 et seq.)

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The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

935856

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000030258

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

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Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Rick Brogdon; Owner/President; 13885 Redwood Ave. Chino, CA 91710; rick@servpro9344.com; 909-548-3191

Rhonda Brogdon; Owner/Secretary/Treasurer; 13885 Redwood Ave. Chino, CA 91710; rhonda@servpro9344.com; 909-548-3191

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

HOURLY RATES

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5	Plumber	Hourly Rate	\$126.50
6	Concrete worker	Hourly Rate	\$126.50
7	Carpenter	Hourly Rate	\$115.50
8	Painter	Hourly Rate	\$115.50
9	Welder	Hourly Rate	\$126.50
10	Flooring Installer	Hourly Rate	\$115.50
11	Electrician	Hourly Rate	\$126.50

Line Item	Description	Unit of Measure	Unit Cost
12	Laborer	Hourly Rate	\$105.50



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[SOUTHERN PACIFIC CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Southern Pacific Construction Response

CONTACT INFORMATION

Company:

Southern Pacific Construction

Email:

scott@spcbuild.com

Contact:

Scott Patterson

Address:

33362 rhine ave
Temecula, CA 92592

Phone:

N/A

Website:

spcbuild.com

Submission Date:

Apr 9, 2025 5:20 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 30, 2025 12:22 PM by Scott Patterson

Addendum #2

Confirmed Mar 30, 2025 12:23 PM by Scott Patterson

Addendum #3

Confirmed Mar 30, 2025 12:23 PM by Scott Patterson

Addendum #4

Confirmed Apr 9, 2025 5:00 PM by Scott Patterson

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cover_experience_staffing.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

580492

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000824046

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

NA

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

NA

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

NA

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

SP_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Scott Patterson

President

33362 Rhine Ave

Temecula CA, (2592

scott@spcbuild.com

951-795-6306

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$162.00
2	Construction Supervisor	Hourly Rate	\$162.00
3	Framer	Hourly Rate	\$125.00
4	Drywall Installer	Hourly Rate	\$110.00
5	Plumber	Hourly Rate	\$140.00
6	Concrete worker	Hourly Rate	\$155.00
7	Carpenter	Hourly Rate	\$125.00
8	Painter	Hourly Rate	\$101.00
9	Welder	Hourly Rate	\$160.00

Line Item	Description	Unit of Measure	Unit Cost
10	Flooring Installer	Hourly Rate	\$100.00
11	Electrician	Hourly Rate	\$122.00
12	Laborer	Hourly Rate	\$112.00



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[URBAN WORK CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Urban Work Construction, Inc. Response

CONTACT INFORMATION

Company:

Urban Work Construction, Inc.

Email:

james@urbanworxinc.com

Contact:

James Henderson

Address:

39203 LEOPARD ST
Ste. B
Palm Desert, CA 92211

Phone:

(760) 321-3770

Website:

callurbanworx.com

Submission Date:

Apr 17, 2025 2:43 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #2

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #3

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #4

Confirmed Apr 17, 2025 12:56 PM by James Henderson

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Submittal_-_Facilities_Repairs_and_Improvements_Project_4_A-D.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

1066712

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

2000008490

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

C Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

James_Henderson_Resume.pdf
John_Doyle_Resume.pdf
Mike_Doyle_Resume.pdf
Zack_Vaughan_Resume.pdf
Maribel_Orellana_Resume.pdf
Taryn_Rodriguez_Resume.pdf
Martin_Hurtado_Resume.pdf
Jesse_Hurtado_Resume.pdf
Amanda_Anthony_Resume.pdf
Joshua_Bogle_Resume.pdf
Luis_Salazar_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title

3. Physical Business Address

4. Email Address

5. Phone Number

- **Name:** James Henderson
- **Title:** President
- **Address:** 39203 Leopard St., Ste. B, Palm Desert, CA 92211
- **Email:** james@urbanworxinc.com
- **Phone:** (760) 321-3770
- **Name:** John Doyle
- **Title:** CFO & COO
- **Address:** 39203 Leopard St., Ste. B, Palm Desert, CA 92211
- **Email:** john@urbanworxinc.com
- **Phone:** (760) 321-3770

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$220.00
2	Construction Supervisor	Hourly Rate	\$217.00
3	Framer	Hourly Rate	\$195.00
4	Drywall Installer	Hourly Rate	\$195.00
5	Plumber	Hourly Rate	\$212.00
6	Concrete worker	Hourly Rate	\$184.00
7	Carpenter	Hourly Rate	\$195.00
8	Painter	Hourly Rate	\$152.00
9	Welder	Hourly Rate	\$216.00
10	Flooring Installer	Hourly Rate	\$180.00
11	Electrician	Hourly Rate	\$217.00
12	Laborer	Hourly Rate	\$187.00

Exhibit "E"
PERFORMANCE BOND

Contract No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Vendor Name, (hereinafter referred to as the "Contractor") an agreement for Facilities Repairs and Improvements Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 1, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Vendor Name, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Four Million, Five Hundred Thousand Dollars, (\$4,500,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the

Exhibit "C"

Contract No. _____

lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s) _____

Title or Type of Document _____

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages _____

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed June 26, 2025, has awarded to Vendor Name, hereinafter designated as the "Principal," a contract for the work described as follows:

Facilities Repairs and Improvements Project (the "Project").; and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated July 1, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Four Million, Five Hundred Thousand Dollars, (\$4,500,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract No. _____

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

SAMPLE

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s) _____

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
- ☐ Partner(s) ☐ Limited
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Title or Type of Document_____
Number of Pages_____
Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**Attachment 1
Facility Locations**

Buildings	Fire Stations	Parks and Recreation	Housing Authority Properties
City Hall 73510 Fred Waring Drive	Fire Station No. 33 44400 Towne Center Way	Palm Desert Aquatic Center 73751 Magnesia Falls Drive	One Quail Place 72-600 Fred Waring
Community Center (Henderson) 72559 Highway 111	Fire Station No. 67 73200 Mesa View Drive	Cahuilla Hills Park 45825 Edgehill Drive	Las Serenas 73-315 Country Club Drive
Corporation Yard 74705 42 nd Avenue	Fire Station No. 71 73995 Country Club Drive	Cap Homme/Ralph Adams Park 72500 Thrush Road	California Villas 77-107 California Drive
Portola Community Center 45480 Portola Avenue		Civic Center Park 43900 San Pablo Ave	Catalina Gardens 73-600 Catalina Way
Palm Desert Sheriff Substation, 73520 Fred Waring Drive		Freedom Park 77400 Country Club Drive	Desert Pointe 43-805 Monterey Avenue
Parkview Office Complex 73710 Fred Waring Drive		Hovley Soccer Park 74735 Hovley Lane	Laguna Palms 73-875 Santa Rosa Way
Desert Willow Golf Resort, 38995 Desert Willow Drive		Ironwood Park 47800 Chia Drive	Neighbors 73-535 Santa Rosa Way
iHUB 37023 Cook Street, Ste 102		Joe Mann Park 77810 California Drive	Pueblos 73-695 Santa Rosa Way
Henderson Building		Magnesia Falls City Park 74200 Rutledge Way	Taos Palms 44-830 Las Palmas
Artists Center 725567 Highway 111		Palma Village Park 44550 San Carlos Avenue	Candlewood Apartments 7400 & 74002 Shadow Mountain
Palm Desert Historical Society, 72861 El Paseo		University Park East 74902 University Park Drive	Palm Village Apartments 73-650 Santa Rosa Way
State Building 73720 Fred Waring Drive		University Dog Park 74802 University Park Drive	Sagecrest 73-811 Santa Rosa Way
		Washington Charter School Park 45768 Portola Avenue	La Rocca Villas 42-135 Golden Eagle Lane
		Park A 74201 Harper Street	Carlos Ortega Villas 77-915 Avenue of the States
			Santa Rosa 73625 Street Rosa Way

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst

SUBJECT: RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK)
FOR FISCAL YEAR 2025/2026

RECOMMENDATION:

Adopt a Resolution entitled “RESOLUTION OF THE CITY OF PALM DESERT, CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026.”

BACKGROUND/ANALYSIS:

The Community Facilities District (CFD) is located in the area north of Desert Willow between Portola and Cook Street whose public improvements are financed by the issuance of the CFD’s \$15.2 million refunding bonds issued to fund the remaining public improvements.

Annually, the City Council must approve a Resolution authorizing the levy of the special tax. Staff requests that the City Council authorize the levy of a special tax to pay for costs and expenses related to this District. The maximum rate of the special tax for the next fiscal year is attached to the resolution as Exhibit A. Approval of the resolution will allow the County Auditor to collect taxes as they become due and remit to the City to repay the debt.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

FINANCIAL IMPACT:

The CFD 2021-1A (University Park) bonds are repaid through taxes collected on the respective parcels located within the boundaries. Approval of the resolution will allow the parcels to be levied for the 2025/26 tax year and provide the City with the funds to pay the debt service on a timely basis. Budgets for the annual debt service have been included in the Proposed FY 2025-26 Annual Budget.

ATTACHMENTS:

1. Resolution - (Exhibit “A” – Proposed Special Tax Rates Attached)
2. Community Facilities Districts Map – Exhibit “B”

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY OF PALM DESERT, CALIFORNIA
AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY
FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL
YEAR 2025/2026

WHEREAS, the City Council of the City of Palm Desert (hereinafter referred to as the "Agency"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a Community Facilities District, as authorized pursuant to the terms and provisions of the "Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. Community Facilities District No. 2021-1 shall hereinafter be referred to as "District"; and

WHEREAS, this City Council, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this City Council intends to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the special tax rates for each tax category to be used to generate special tax revenues, which will be collected to pay for the costs and expenses for the next fiscal year (2025/2026) for the referenced District, is hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this Council, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties, procedures and sale in case of any delinquency for ad valorem taxes. The Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 5. Monies above collected shall be paid into the District funds.

SECTION 6. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public improvements, special tax" or by any other

suitable designation, the installment of the Special Tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A".

SECTION 7. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 8. Special Taxes are to be levied on non-exempt parcels within the District. Should it be discovered that any taxable parcels are not submitted to the County Auditor for inclusion into the 2025/2026 Tax Roll subsequent to the submittal deadline of August 10, 2025, the City Council directs the City of Palm Desert staff or their agents to bill such parcels directly via U.S. mail using the rates as approved in Exhibit "A".

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

Exhibit “A”
Community Facilities District No. 2021-1
(University Park)
Proposed Special Tax Rates
Fiscal Year 2025/2026

The following tables summarize the Assigned and the Proposed Special Tax Rates relating to each land use class.

Zone 1

LAND USE CLASS		SPECIAL TAX RATE MULTIPLIER	RESIDENTIAL FLOOR AREA	ASSIGNED SPECIAL TAX RATE ⁽¹⁾	PROPOSED SPECIAL TAX RATE ⁽²⁾
<u>Developed & Provisional Welfare Property</u>					
1	Single Family Property	Per Residential Unit	≥2500	\$2,489.59	\$2,489.59
2	Single Family Property	Per Residential Unit	2400-2499	\$2,408.41	\$2,408.41
3	Single Family Property	Per Residential Unit	2300-2399	\$2,354.28	\$2,354.28
4	Single Family Property	Per Residential Unit	2200-2299	\$2,273.10	\$2,273.10
5	Single Family Property	Per Residential Unit	2100-2199	\$2,191.92	\$2,191.92
6	Single Family Property	Per Residential Unit	2000-2099	\$2,083.68	\$2,083.68
7	Single Family Property	Per Residential Unit	1900-1999	\$1,731.89	\$1,731.89
8	Single Family Property	Per Residential Unit	1800-1899	\$1,677.76	\$1,677.76
9	Single Family Property	Per Residential Unit	< 1800	\$1,380.10	\$1,380.10
10	Non-Residential Property	Per Acre	NA	NA	NA
<u>Provisional, Approved, & Undeveloped Property</u>		Per Acre	NA	\$16,690.02	\$16,690.02

⁽¹⁾The Assigned Special Tax for Developed, Provisional Welfare, Provisional, Approved, and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

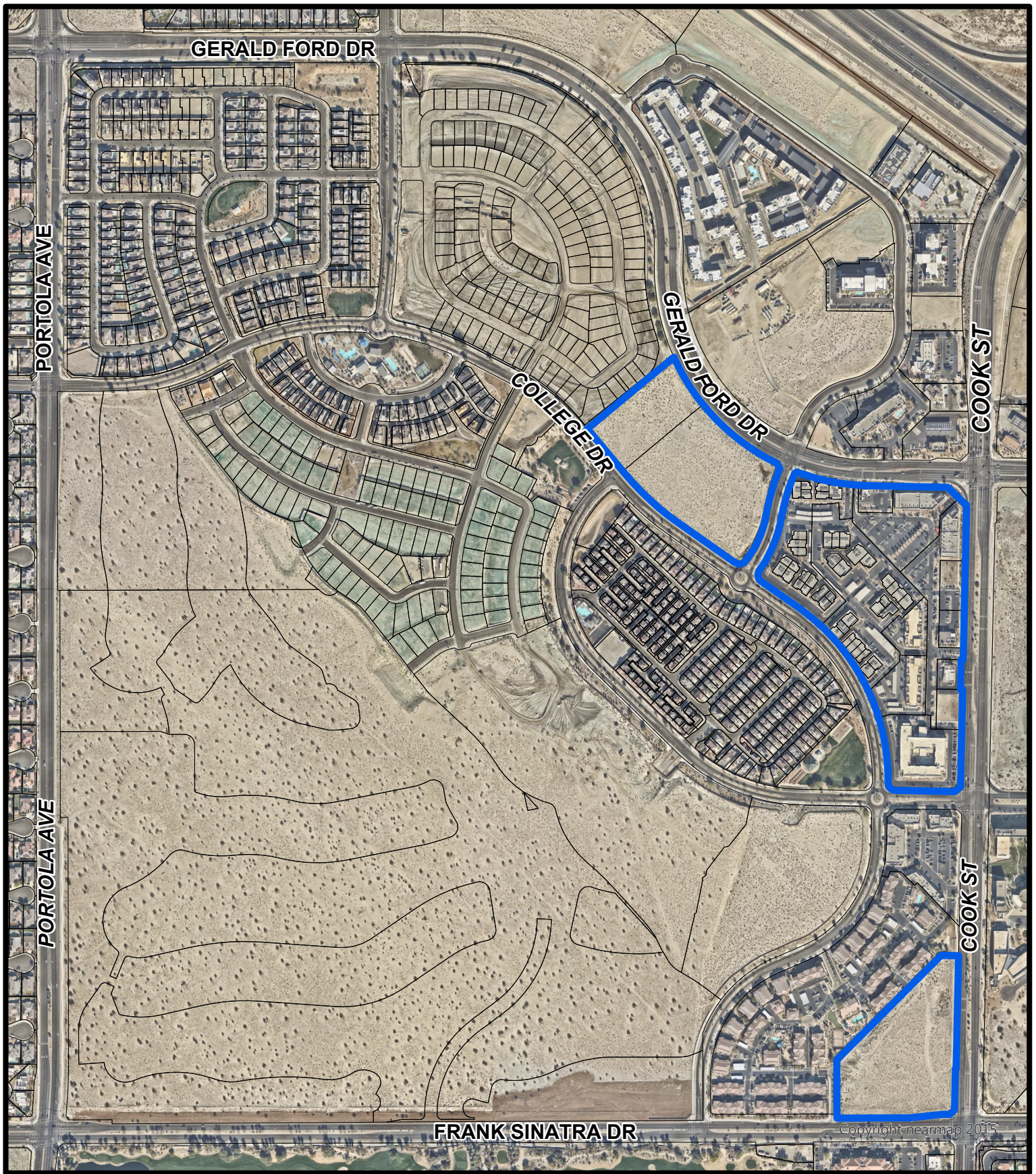
⁽²⁾The Proposed Special Tax Rates to be Levied for Fiscal Year 2025/2026 will not exceed the Assigned Special Tax Rates described above.

Zone 2


LAND USE CLASS		SPECIAL TAX RATE MULTIPLIER	RESIDENTIAL FLOOR AREA	ASSIGNED SPECIAL TAX RATE ⁽¹⁾	PROPOSED SPECIAL TAX RATE ⁽²⁾
<u>Developed & Provisional Welfare Property</u>					
1	Single Family Property	Per Residential Unit	≥3400	\$3,274.35	\$3,274.35
2	Single Family Property	Per Residential Unit	3200-3399	\$3,220.23	\$3,220.23
3	Single Family Property	Per Residential Unit	3000-3199	\$3,111.99	\$3,111.99
4	Single Family Property	Per Residential Unit	2800-2999	\$3,030.81	\$3,030.81
5	Single Family Property	Per Residential Unit	2600-2799	\$2,895.50	\$2,895.50
6	Single Family Property	Per Residential Unit	2400-2599	\$2,841.38	\$2,841.38
7	Single Family Property	Per Residential Unit	2200-2399	\$2,814.32	\$2,814.32
8	Single Family Property	Per Residential Unit	2000-2199	\$2,787.26	\$2,787.26
9	Single Family Property	Per Residential Unit	< 2000	\$2,679.01	\$2,679.01
10	Non-Residential Property	Per Acre	NA	NA	NA
<u>Provisional, Approved, & Undeveloped Property</u>		Per Acre	NA	\$20,914.75	\$20,914.75

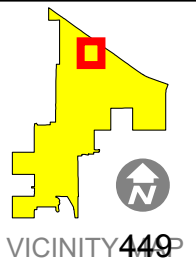
⁽¹⁾The Assigned Special Tax for Developed, Provisional Welfare, Provisional, Approved, and Undeveloped Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

⁽²⁾The Proposed Special Tax Rates to be Levied for Fiscal Year 2025/2026 will not exceed the Assigned Special Tax Rates described above.



Community Facilities District

 CFD 2021-1 Boundary



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst

SUBJECT: RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK)
FOR FISCAL YEAR 2025/2026

RECOMMENDATION:

Adopt a resolution entitled “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026.”

BACKGROUND/ANALYSIS:

The Community Facilities District (CFD) is located in the area north of Desert Willow between Portola and Cook Street, whose improvements are financed with the proceeds of the CFD’s \$50 million and \$17.915 million bonds issued to fund the improvements for streets, infrastructure, water, sewer, park improvements, and land acquisitions.

Annually, the City Council must approve the levy of the special tax. A Resolution authorizing the levy of a special tax to pay for costs and expenses related to this District is necessary. The maximum rate of the special tax for the next fiscal year is attached to the resolution as Exhibit “A”. Approval of the resolution will allow the County Auditor to levy and collect taxes to pay the associated debt.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

FINANCIAL IMPACT:

The CFD 2005-1 (University Park) bonds are repaid through taxes collected on the respective parcels located within the boundaries. Approval of the resolution will allow the parcels to be levied for the 2025/26 tax year and provide the City with the funds to pay the debt service on a timely basis. Budgets for this purposes have been included in the Proposed FY 2025-26 Annual Budget.

ATTACHMENTS:

1. Resolution - (Exhibit “A” – Proposed Special Tax Rates Attached)
2. Community Facilities Districts Map – Exhibit “B”

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT,
CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK)
FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council of the City of Palm Desert (hereinafter referred to as the "Agency"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a Community Facilities District, as authorized pursuant to the terms and provisions of the "Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. Community Facilities District No. 2005-1 shall hereinafter be referred to as "District"; and

WHEREAS, this City Council, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this City Council intends to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the special tax rates for each tax category to be used to generate special tax revenues, which will be collected to pay for the costs and expenses for the next fiscal year (2025/2026) for the referenced District, will not exceed the rates as set forth in the attached, referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this Council and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties, procedures, and sale in case of any delinquency for ad valorem taxes. The Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax.

SECTION 5. All monies collected pursuant to this Resolution shall be paid into the funds of the District.

SECTION 6. Upon receipt from the County of the final secured tax roll, the special tax consultant shall determine the special tax levy needed to meet the Special Tax Requirement, which shall not exceed the rates shown in Exhibit A hereto. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "Public Improvements, Special Tax" or by any other suitable designation, the installment of the Special Tax, and for the exact rate and amount of said tax.

SECTION 7. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 8. Special Taxes are to be levied on non-exempt parcels within the District. Should it be discovered that any taxable parcels are not submitted to the County Auditor for inclusion into the 2025/2026 Tax Roll subsequent to the submittal deadline of August 10, 2025, the City Council directs the City of Palm Desert staff or their agents to bill such parcels directly via U.S. mail using the rates as determined in Section 6.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

Exhibit “A”
Community Facilities District No. 2005-1
(University Park)
Proposed Special Tax Rates
Fiscal Year 2025/2026

The following tables summarize the Assigned and the Proposed Special Tax Rates relating to each land use class.

Zones A – D

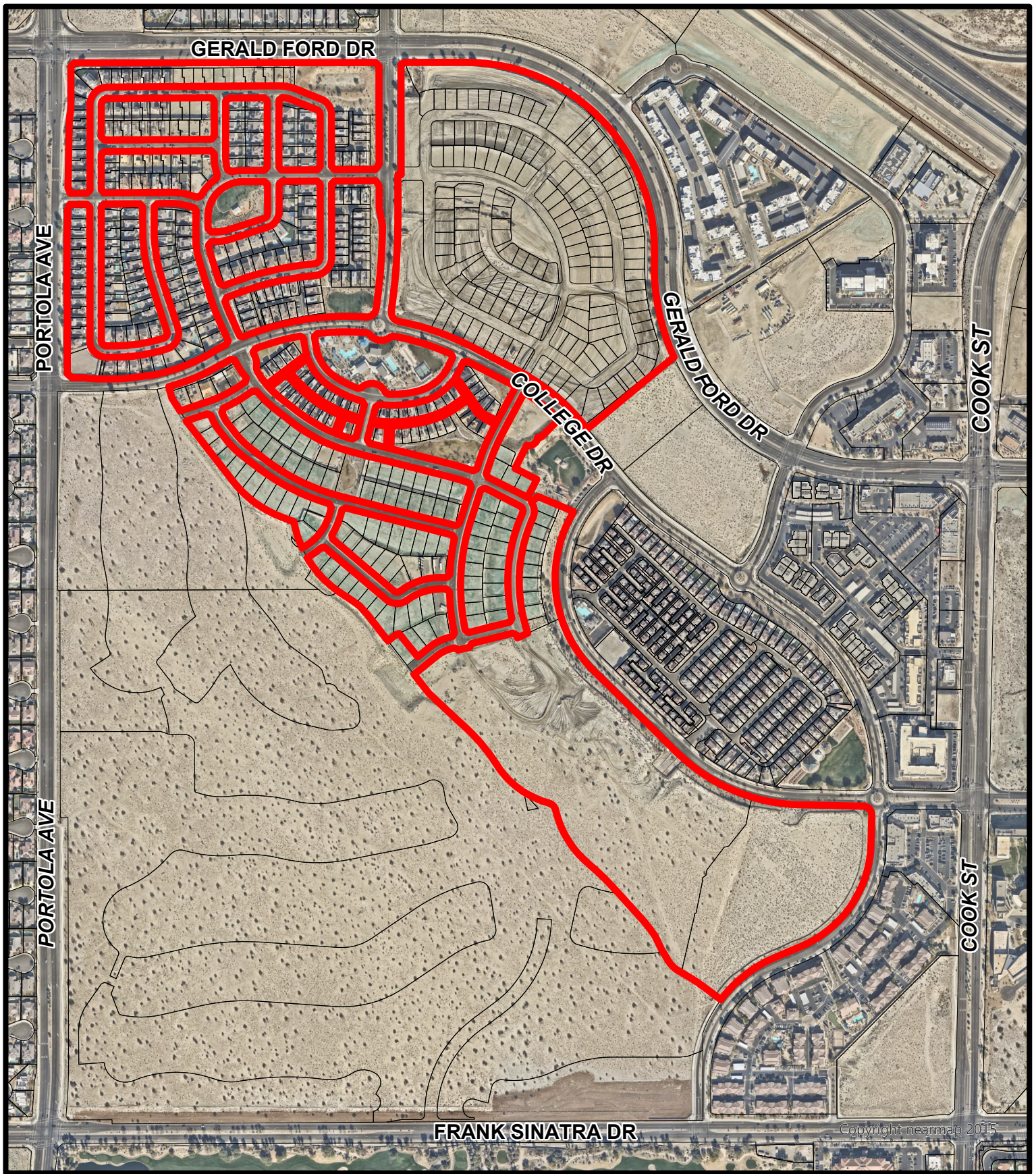
LAND USE CLASS	SPECIAL TAX RATE MULTIPLIER	ASSIGNED SPECIAL TAX RATE	PROPOSED SPECIAL TAX RATE ⁽¹⁾
<u>Developed Property</u>			
Zone A	Per Acre	\$21,000	\$21,000
Zone B	Per Acre	\$27,000	\$27,000
Zone C	Per Acre	\$27,000	\$27,000
Zone D	Per Acre	\$23,000	\$23,000
<u>Undeveloped & Provisional Undeveloped Property</u>			
Zone A	Per Acre	\$21,000	\$21,000
Zone B	Per Acre	\$27,000	\$27,000
Zone C	Per Acre	\$27,000	\$27,000
Zone D	Per Acre	\$23,000	\$23,000

⁽¹⁾The Proposed Special Tax Rates to be Levied for Fiscal Year 2025/2026 will not exceed the Assigned Special Tax Rates described above.


Zone E

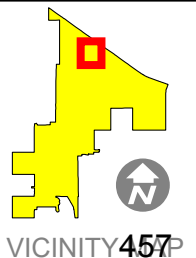
LAND USE CLASS	SPECIAL TAX RATE MULTIPLIER	RESIDENTIAL FLOOR AREA	ASSIGNED SPECIAL TAX RATE	PROPOSED SPECIAL TAX RATE ⁽¹⁾
Single Family Property	Per square foot of Residential Floor Area	> 2,300	\$1.44	\$1.44
Single Family Property	Per square foot of Residential Floor Area	2,300 - 1,725	\$1.67	\$1.67
Single Family Property	Per square foot of Residential Floor Area	< 1,725	\$1.38	\$1.38
Multifamily Property	Per square foot of Residential Floor Area	N/A	\$1.50	\$1.50
Non Residential	Per Acre	N/A	\$28,000	\$28,000
Undeveloped	Per Acre	N/A	\$28,000	\$28,000

⁽¹⁾The Proposed Special Tax Rates to be Levied for Fiscal Year 2025/2026 will not exceed the Assigned Special Tax Rates described above.



Community Facilities District

 CFD 2005-1 Boundary



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RESOLUTION APPROVING THE SUMMARY VACATION OF A PORTION
OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND 7 OF TRACT MAP
30438

RECOMMENDATION:

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE SUMMARY VACATION OF A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND LOT 7 OF TRACT MAP 30438.

BACKGROUND/ANALYSIS:

On January 5, 2006, Tract Map 30438 was approved by the Palm Desert City Council and recorded with the County of Riverside. Tract Map 30438 established the public service easements in favor of the City of Palm Desert across multiple lots within the tract. Lot 6 and Lot 7 of Tract Map 30438 are vacant residential lots with existing public service easements granted exclusively to the City of Palm Desert.

On April 25, 2025, the developer, Des Bunting of Monroe Living Inc. (Applicant), submitted a request to vacate a portion of the public service easement to construct a home and side yard walls within the easement area. While an encroachment to build within the easement could be granted, it is best practice to vacate the easement. The Applicant coordinated with utility companies to confirm that no existing in-place public service facilities or planned utilities are located within the proposed easement vacation area. A summary of these findings is provided in the attached letter (Attachment 2).

Palm Desert Municipal Code Section 12.36.110(F) establishes the circumstances under which the City Council may summarily vacate a public service easement. The request meets the criteria for such a summary vacation, as the subject easement is no longer necessary for present or future public use, and the subject easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding this date, consistent with the provisions of Section 12.36.110(F).

The proposed summary vacation is consistent with the Palm Desert General Plan, which encourages efficient land use and supports residential development that makes use of existing infrastructure without compromising public utility service. The vacation will not interfere with existing or planned infrastructure and will facilitate the development of appropriately zoned residential lots, aligning with the City's land use goals.

On May 16, 2025, Public Works staff confirmed that no existing utilities are located within the portion of the easement proposed for vacation. All current utilities are located within the street

or adjacent public service easements. There are no current or anticipated future plans to utilize the subject area for utility purposes.

On June 2, 2025, the City Surveyor approved the legal description and plat of the proposed easement vacation.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

There is no financial impact to the General Fund with this action.

ATTACHMENTS:

1. Resolution
2. Applicant's Request
3. Tract Map 30438
4. Legal description and plat
5. Vicinity Map

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVAL TO VACATE A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND LOT 7 OF TRACT MAP 30438.

WHEREAS, a certain public service easement was previously dedicated to the City of Palm Desert by Tract Map 30438, and recorded at the Riverside County Recorder on January 5, 2006, in Book 396, Pages 93-95, Official Records of the County of Riverside; and

WHEREAS, the public service easement is no longer necessary for present or prospective public use, and the subject easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding this date; and

WHEREAS, all public utility companies and relevant departments have been notified and have either consented to the vacation or have indicated no objection; and

WHEREAS, the City of Palm Desert finds that the vacation of said easement is consistent with the General Plan and serves the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City of Palm Desert finds that:

- A. The easement is unnecessary for present or prospective public service purposes, and the subject easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding this date; and
- B. The vacation will not adversely affect the public interest; and
- C. All necessary notices have been given and all procedural requirements have been met.

SECTION 3. The public service easement located on lot 6 and lot 7 of Tract Map 30438, as legally described in Exhibit "A" and depicted in Exhibit "B", is hereby vacated pursuant to the authority granted under City of Palm Desert Municipal Code Section 12.36.110.

SECTION 4. The City Clerk is hereby directed to cause a certified copy of this

Resolution, along with the attached Exhibits, to be recorded in the Office of the Recorder of Riverside County in accordance with applicable law.

SECTION 5. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK



May 28, 2025

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

Re: VAC25-001
Easement Vacation
Tract 30438 – Lots 6 & 7

Dear City of Palm Desert:

We are requesting vacation of an existing 10' wide public utility easement around the perimeter of the 24' wide emergency turnaround that extends between the front and side yards of lots 6 and 7 of Tract 30438.

The utilities servicing all seven residential lots of this tract have been installed, are operable and are not located within the easement area we are seeking to be vacated.

Tract map 30438 was recorded in 2006 and established boundaries of seven residential and three common area lots. In part, the tract map provides for:

1. Dedication "to the City of Palm Desert, the easement for public utilities and for right of ingress of service and emergency vehicles over and across Lot A".
Lot A is a private street named Old Stone Trail that is owned by the Homeowners Association.
2. Dedication "to the City of Palm Desert an easement 10' in width for public utility purposes".
This easement is depicted on the tract map and is located behind the curb following the residential frontage contiguous to lot A customary to this type of sub-division.
3. The above dedications include a 10' easement around the perimeter of the 24' wide turnaround between lots 6 and 7 that extends approximately 70' from the curb between the two lots. The 24' turnaround is part of lot A.



The constructed utilities are located under the lot A street and within the 10' easement behind the curb that runs across the front of the residential lots.

As a requirement of our work, Dig Alert has marked locations of the installed utilities within the street and 10' easement. Through this process and working with the utility companies, it has been determined that there are no public utilities located within the 10' perimeter easement area we are requesting be vacated.

We understand that a representative(s) from the Public Works Department visited the site and observed the same.

Granting this request will remove an encumbrance that currently restricts the design and utility of lots 6 and 7 and will enable better compliance ultimately to the benefit of the future owners of these two homes.

We appreciate your support in this matter and are available to answer question and provide additional information as needed.

Best regards,

Monroe Living, Inc.

A handwritten signature in blue ink, appearing to read "J. Desmond Bunting", is written over a faint, stylized blue line graphic that resembles a signature or a set of initials.

J. Desmond Bunting
Vice President

DOC # 2008-0128727

03/17/2008 08:00A Fee:NC

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
AND

WHEN RECORDED MAIL TO:

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attn: City Clerk
For the benefit of the City of Palm Desert
- No Fee - 6103 of the Government Code

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG CC						T:	CTY	UNI	030

SPACE ABOVE THIS LINE FOR RECORDER'S USE



CERTIFICATE OF CORRECTION

I, Angela Dorf, certify; that I am a Licensed Land Surveyor of the State of California; that a survey was prepared under my supervision and direction as Tract Map No. 30438; that said Tract Map was filed on January 5, 2006 in Book 396 of Maps, at Pages 93 through 95, inclusive, in the office of the Recorder of Riverside County, California.

That the following data shown on said Tract Map is incorrect as follows:

The following Monument Notes as shown on said map are correct, EXCEPT as noted below:

O Indicates set 1" iron pipe (2" IP at boundary corners), flush, tagged "PLS 8010" in dirt areas or set lead and tag stamped "PLS 8010" in concrete areas and top of walls or set copperweld monument stamped "PLS 8010" in asphalt areas, unless otherwise noted;

Monuments to be set at rear lot corners, rear and side lot line angle points and ends of curves; the prolongation of the side lot lines at the top of curb, all as described above.

And is corrected as follows:

A 1" iron pipe with tag stamped "PLS 8010" was set for the northwest corner of Lot 2 at an offset of 4.01' feet easterly, on line, due to the actual corner falling within the lake boundary.

See attached Exhibit "A" which is hereby made a part hereof.

The present Fee Title Ownership of the property is not affected by the correction.

Owner: Stone Eagle Development, LLC,
By: Lowe Stone Eagle Corporation

Date: March 10, 2008

Angela E. Dorf

Angela E. Dorf

L.S. Number 8010 Expiration Date 12/31/08



CITY SURVEYOR'S STATEMENT

This Certificate of Correction has been examined by the undersigned and discloses that the changes are authorized by and comply with Government Code Section 66469 of the Subdivision Map Act.

Date: March 10, 2008

R. Page Garner

R. Page Garner, City Surveyor

L.S. Number 6155 Expiration Date 3/31/08



EXHIBIT "A"

TRACT MAP NO. 30438
MB 396/93-95

SOUTHRIDGE TRAIL

1

2

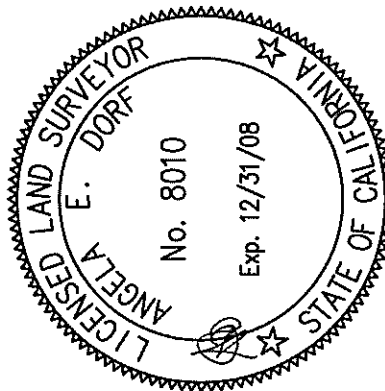
3

OLD STONE TRAIL

4.01'

LOT "B"

SCALE: 1" = 40'



PREPARED UNDER THE
SUPERVISION OF:

Angela Dorf 3/10/08
ANGELA E. DORF, P.L.S. 8010 DATE



Stantec

STANTEC CONSULTING INC.
73-733 FRED WARING DRIVE
SUITE 100
PALM DESERT, CA 92260
760.346.9844

stantec.com

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Tract Map No. 30438

BEING A SUBDIVISION OF LOTS 1 THROUGH 5, INCLUSIVE AND A PORTION OF LOT 8 OF TRACT MAP NO. 20024 AS SHOWN ON FILE IN BOOK 211 OF MAPS, PAGES 90 THROUGH 94, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN
THE KEITH COMPANIES - PALM DESERT DIVISION APRIL, 2005

CITY
SHEET 1 OF 3 SHEETS

396
93

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF PALM DESERT, THE EASEMENT FOR PUBLIC UTILITIES AND FOR RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER AND ACROSS LOT "A".

WE HEREBY RESERVE LOT "A", AS A PRIVATE STREET FOR OURSELVES, SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

WE HEREBY RESERVE LOT "B" FOR COMMON AREA PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

WE HEREBY DEDICATE TO THE CITY OF PALM DESERT AN EASEMENT TEN (10) FEET IN WIDTH FOR PUBLIC UTILITY PURPOSES.

WE HEREBY OFFER FOR DEDICATION TO THE COACHELLA VALLEY WATER DISTRICT AN EASEMENT OVER LOT "A", DESIGNATED AS A PRIVATE STREET, FOR DOMESTIC WATER AND SANITARY SEWER PURPOSES. THE EASEMENT SO DEDICATED INCLUDES THE RIGHT TO ENTER UPON SAID LANDS TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF.

STONE EAGLE DEVELOPMENT, LLC
BY: LOWE STONE EAGLE CORPORATION

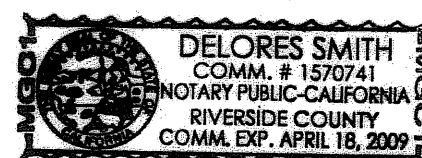
Ted R. Lennon
TED R. LENNON
PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
S.S.
COUNTY OF RIVERSIDE

ON Nov 28, 2005 BEFORE ME DELORES SMITH A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TED R. LENNON AND KEITH GELB AND KEITH GELB PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
DeLores Smith
NOTARY PUBLIC IN AND FOR SAID STATE
DELORES SMITH
(PRINT NAME)



MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY.

MY COMMISSION EXPIRES 4/18/09.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
S.S.
COUNTY OF RIVERSIDE

ON Nov 28, 2005 BEFORE ME Shari Shuman A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Keith Goff AND KEITH GELB AND KEITH GELB PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
Shari Shuman
NOTARY PUBLIC IN AND FOR SAID STATE
SHARI SHUMAN
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY.

MY COMMISSION EXPIRES 7-18-08 COMMISSION # 1501479

BENEFICIARY

VALLEY INDEPENDENT BANK, A CALIFORNIA CORPORATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED AUGUST 31, 2004 AS INSTRUMENT NO. 2004-0690270, OFFICIAL RECORDS.

Keith Goff
KEITH GOFF
ROCKPOINT STONE EAGLE FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED APRIL 29, 2004 AS INSTRUMENT NO. 2004-0315218, OFFICIAL RECORDS.

Keith Gelb
KEITH GELB

NOTARY ACKNOWLEDGMENT

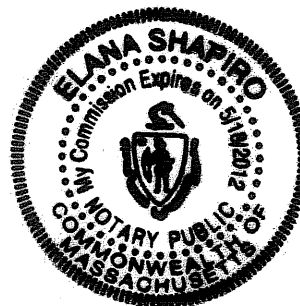
STATE OF CALIFORNIA }
S.S.
COUNTY OF SUFFOLK

ON Nov. 24, 2005, BEFORE ME ELANA SHAPIRO A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KEITH GELB AND KEITH GELB PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
Elana Shapiro
NOTARY PUBLIC IN AND FOR SAID STATE
ELANA SHAPIRO
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN SUFFOLK COUNTY.

MY COMMISSION EXPIRES 6/18/2012



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT FOR ROAD AND PUBLIC UTILITIES IN FAVOR OF R. VIRGINIA BLACK RECORDED JANUARY 22, 1951 IN BOOK 2028, PAGE 211, O.R., RECORDS OF RIVERSIDE COUNTY. EASEMENT IS UNLOCATABLE FROM THE RECORD.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~AND~~ A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$

DATED: December 9, 2005

PAUL McDONNELL, COUNTY TAX COLLECTOR

BY: *Bernice Smith* DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ 2005

NANCY ROMERO
CLERK OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, SOILS REPORT NO. 01-11-804 DATED DECEMBER 4, 2001, SOILS REPORT NO. 04-09-798 DATED SEPTEMBER 24, 2004 AND SOILS REPORT NO. 05-07-824R DATED AUGUST 24, 2005 WERE PREPARED BY EARTH SYSTEM SOUTHWEST, INC., AND IS ON FILE IN THE ENGINEERING DEPARTMENT OF THE CITY OF PALM DESERT, CALIFORNIA.

RECORDER'S STATEMENT

FILED THIS 5TH DAY OF JANUARY, 2006
AT 8 A.M. IN BOOK 396 OF MAPS, AT
PAGES 93-95, AT THE REQUEST OF THE
CITY CLERK OF THE CITY OF PALM DESERT
NO. 2006-0010391
FEE \$11.00

LARRY W. WARD
COUNTY ASSESSOR/CLERK/RECORDER

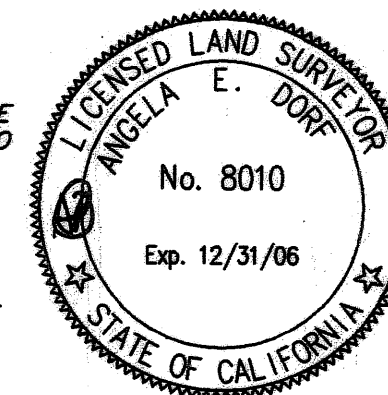
BY: *Angela E. Dorf* DEPUTY
SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 3 SHEETS WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DESTINATION DEVELOPMENT; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR OF FILING THIS MAP WITH THE COUNTY RECORDER'S OFFICE. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Angela E. Dorf
ANGELA E. DORF, PLS 8010
EXPIRATION DATE: 12/31/06

10/26/05
DATE

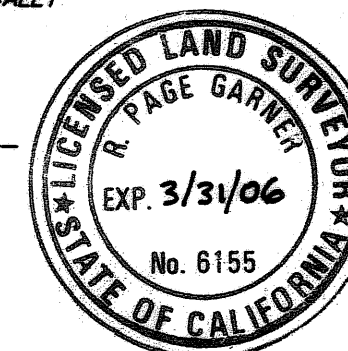


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 30438 CONSISTING OF 3 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AS FILED, AMENDED AND APPROVED BY THE CITY OF PALM DESERT CITY COUNCIL ON OCTOBER 24, 2002, THE EXPIRATION DATE BEING IN ACCORDANCE WITH THE TERMS OF THE DEVELOPMENT AGREEMENT; CITY OF PALM DESERT ORDINANCE NO. 1028, CASE NO. DA 02-01, RECORDED MARCH 11, 2003 AS INSTRUMENT NO. 172463, OFFICIAL RECORDS; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

R. Page Garner
R. PAGE GARNER, PLS 6155, CITY SURVEYOR
EXPIRATION DATE: 03/31/2006

12/16/05
DATE



CITY CLERK'S STATEMENT

I, RACHELLE D. KLASSEN, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 10th DAY OF NOVEMBER, 2005, DULY APPROVED THE MAP OF TRACT NO. 30438 AND ACCEPTED THE OFFERS OF DEDICATION AS SHOWN HEREON.

WE HEREBY ABANDON, PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, WITHIN THE BOUNDARY OF THIS MAP, THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS OVER LOT "B" OF TRACT NO. 20024, AS FILED IN BOOK 211 PAGES 90 THROUGH 94, INCLUSIVE, O.R., OF RIVERSIDE COUNTY, CALIFORNIA, NOT SHOWN HEREON.

Rachelle D. Klassen
RACHELLE D. KLASSEN
CITY CLERK
CITY COUNCIL OF THE CITY OF PALM DESERT

DATE: 12-23-05

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY RESOLUTION 78-248, DATED SEPTEMBER 12, 1978, I ACCEPT ON BEHALF OF THE COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS FOR DOMESTIC WATER AND SANITARY SEWER PURPOSES, AS OFFERED HEREON AND VACATE THOSE EASEMENTS AND/OR OTHER INTERESTS AS LISTED BELOW PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT.

AN EASEMENT FOR DOMESTIC WATER AND SANITATION PURPOSES OVER LOT "B" OF TRACT NO. 20024, AS FILED IN BOOK 211 PAGES 90 THROUGH 94, O.R., OF RIVERSIDE COUNTY, CALIFORNIA.

DATED: 12/13, 2005.

BY: *Julia Fernandez*
JULIA FERNANDEZ, SECRETARY
COACHELLA VALLEY WATER DISTRICT

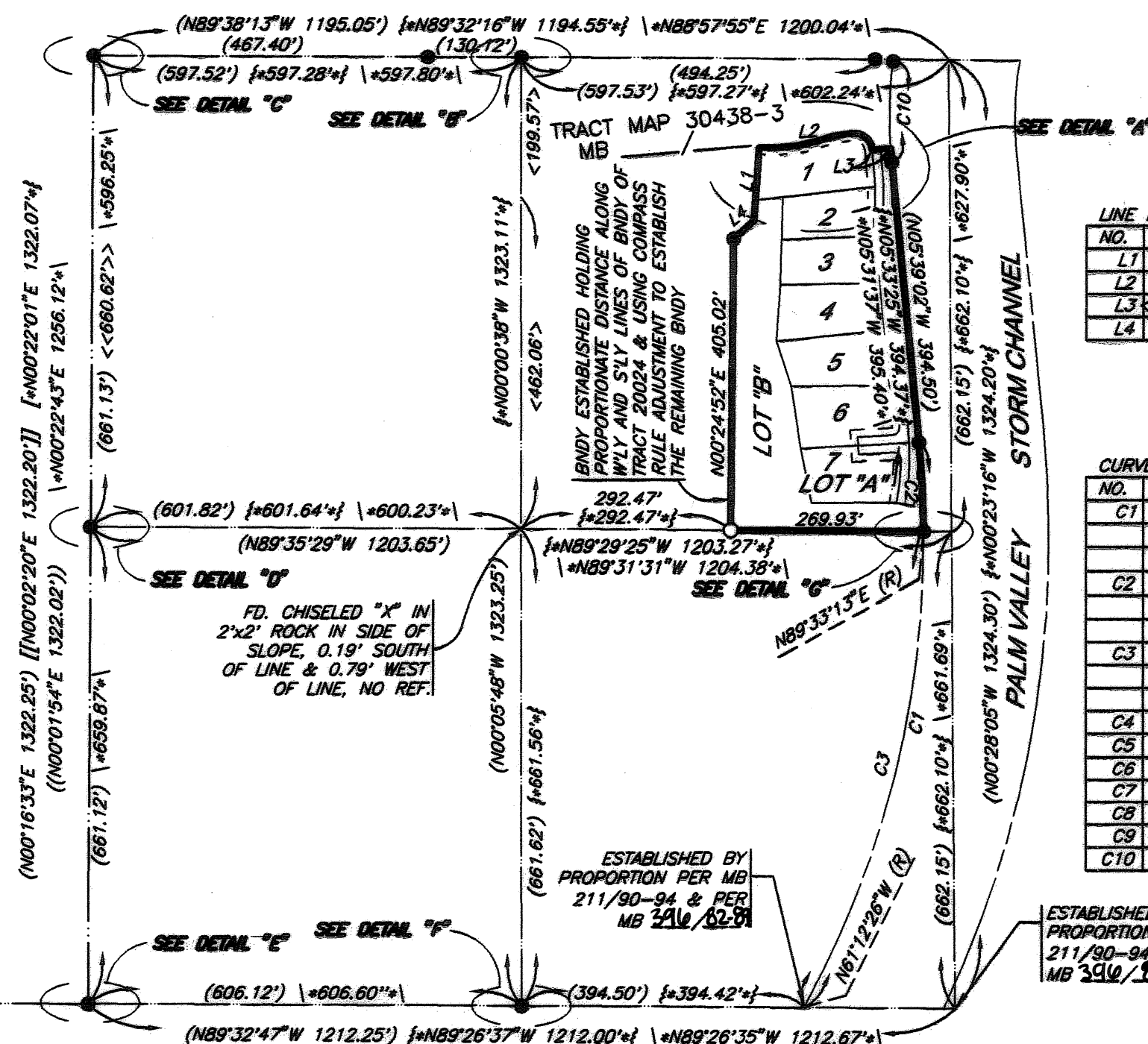
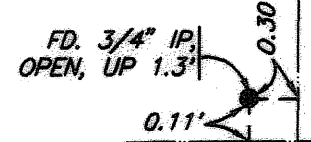
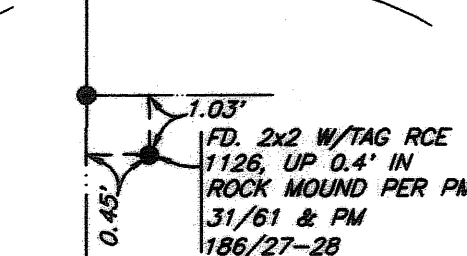
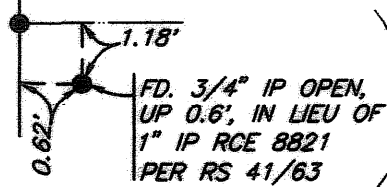
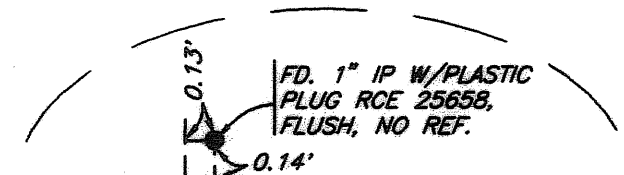
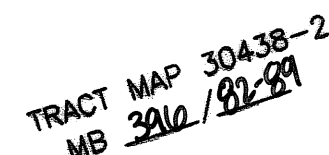
ABANDONMENT NOTE:

PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT, WITHIN THE BOUNDARY OF THIS MAP, THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS OVER LOT "B" OF TRACT NO. 20024, AS FILED IN BOOK 211 PAGES 90 THROUGH 94, INCLUSIVE, O.R., OF RIVERSIDE COUNTY, CALIFORNIA, NOT SHOWN HEREON.

TR 30438

BEING A SUBDIVISION OF LOTS 1 THROUGH 5, INCLUSIVE AND A PORTION OF LOT 8 OF TRACT MAP NO. 20024 AS SHOWN ON FILE IN BOOK 211 OF MAPS, PAGES 90 THROUGH 94, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN

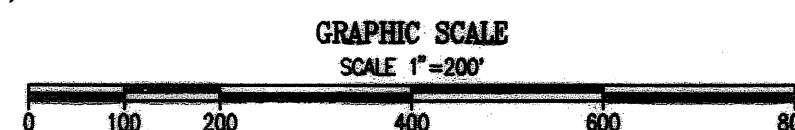
SURVEYOR'S NOTES



LINE DATA		
NO.	BEARING	DISTANCE
L1	<N03°57'23"E	103.76'
L2	<N89°18'43"E	9.04'
L3	<N86°03'49"E(R)	26.00'
L4	<N48°57'23"E	38.73'

CURVE DATA			
NO.	RADIUS	DELTA	ARC
C1	(1350.00')	34°26'37"	811.56'
	±1350.00'	34°26'30"	811.51'
	±1350.00'	34°26'46"	811.61'
C2	(1350.00')	05°12'16"	122.62'
	±1350.00'	05°12'22"	122.67'
	±1350.00'	05°13'29"	123.10'
C3	(1350.00')	29°14'21"	688.93'
	±1350.00'	29°14'08"	688.94'
	±1350.00'	29°13'17"	688.51'
C4	<324.00'	03°31'42"	19.95'
C5	<162.00'	18°14'34"	51.58'
C6	<238.00'	12°26'53"	51.71'
C7	<25.00'	92°32'47"	40.38'
C8	<650.00'	01°42'52"	19.45'
C9	<650.00'	11°01'55"	125.16'
C10	<650.00'	12°44'49"	144.61'

AREA TABLE		AREA TABLE CONT'D	
NO.	AREA	NO.	AREA
1	11,778 SF	A	0.31 AC
2	8,290 SF	B	1.10 AC
3	8,124 SF		
4	9,602 SF		
5	9,693 SF		
6	11,112 SF		
7	9,586 SF		



△ DENOTES 10' EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED HEREON.
DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

○ INDICATES SET 1" IRON PIPE, FLUSH (2" IP AT BOUNDARY CORNERS), TAGGED "PLS 8010" IN DIRT AREAS OR SET LEAD AND TAG STAMPED "PLS 8010" IN CONCRETE AREAS AND TOP OF WALLS OR SET COPPERWELD MONUMENT STAMPED "PLS 8010" IN ASPHALT AREAS.

MONUMENTS TO BE SET AT REAR LOT CORNERS, REAR AND SIDE LOT LINE ANGLE POINTS AND ENDS OF CURVES;
THE PROLONGATION OF THE SIDE LOT LINES AT THE TOP OF CURB AS DESCRIBED ABOVE.

EXISTING BOUNDARY MONUMENTS THAT ARE DESTROYED DUE TO CONSTRUCTION WILL BE RESET AS STATED ABOVE.

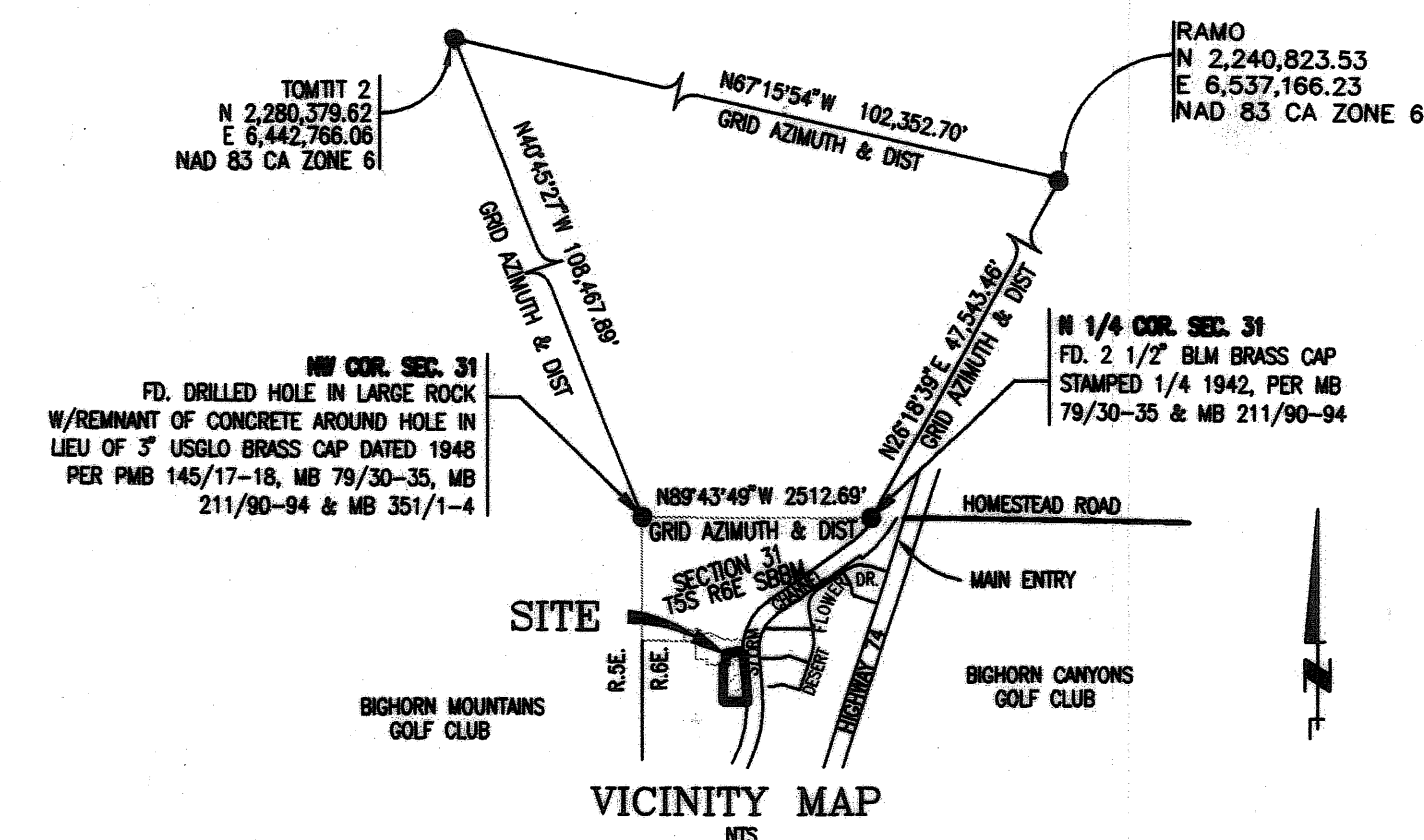
ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH CITY OF PALM DESERT STD. 300A, UNLESS OTHERWISE NOTED, AND INTERIOR MONUMENTS WITHIN ONE YEAR FROM THE TIME OF RECORDATION OF THIS MAP, AND BOUNDARY MONUMENTS WITHIN 90 DAYS OF THE INITIAL FIELD SURVEY, UNLESS OTHERWISE NOTED.

FD. 2" IP W/ TAG STAMPED "PLS 8010" PER TRACT MAP NO. 30438-2, MB 3910/82-89 & TRACT MAP NO. 30438-3, MB 3910/90-92, UNLESS OTHERWISE NOTED.

THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING "NORTH 67°15'54" WEST" BETWEEN NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATIONS "TOMTIT 2" AND "RAMO" AS PER THE NATIONAL GEODETIC SURVEY DATA SHEETS.

DATUM STATEMENT
COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE VI, NAD 83 (1995.50 EPOCH ADJUSTMENT), AS PER THE NATIONAL GEODETIC SURVEY DATA SHEETS. UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY 0.99994038.

HORIZONTAL CONTROL DIAGRAM



TR 30438

396
95

CITY

SEE SHEET TWO FOR SURVEYOR'S
NOTES, BASIS OF BEARING AND
MONUMENTATION

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 3 SHEETS

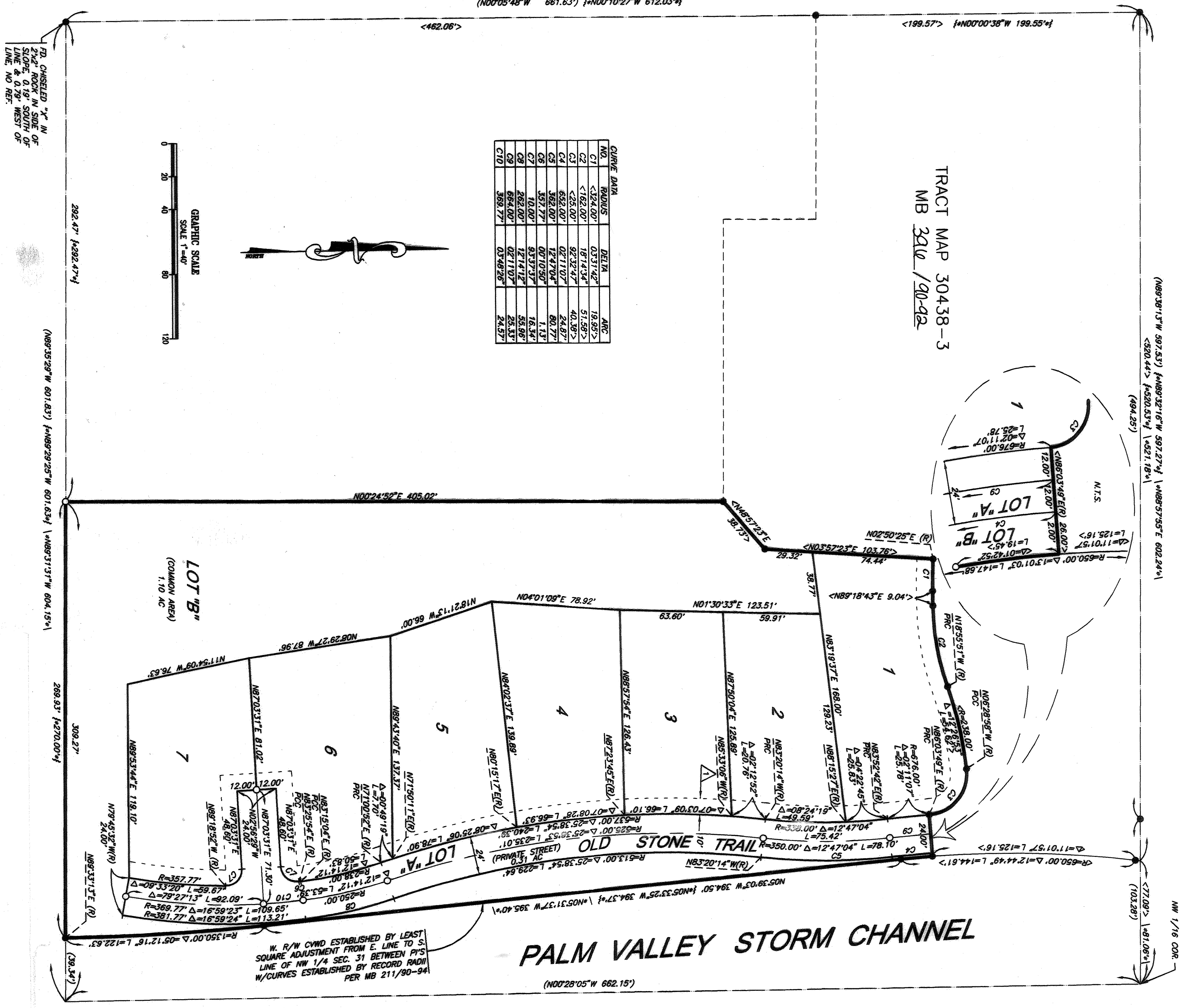
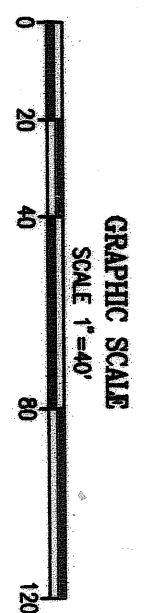
Tract Map No. 30438

BEING A SUBDIVISION OF LOTS 1 THROUGH 5, INCLUSIVE AND A PORTION OF LOT 8 OF TRACT MAP NO. 20024 AS SHOWN ON FILE
IN BOOK 211 OF MAPS, PAGES 90 THROUGH 94, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN THE
NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN

THE KEITH COMPANIES - PALM DESERT DIVISION APRIL, 2005

TRACT MAP 30438-2
MB 396 / 88-88

CURVE DATA	NO.	RADIUS	DELTA	ARC
C1	<324.00'	0.3142°	19.93°	
C2	<62.00'	18.1434°	51.38°	
C3	<25.00'	92.3247°	40.38°	
C4	<552.00'	0.21107°	24.87°	
C5	<352.77'	0.07050°	1.13°	
C6	<10.00'	93.3737°	16.34°	
C7	<262.00'	12.1412°	55.96°	
C8	<664.00'	0.21107°	25.33°	
C10	<358.77'	0.34828°	24.57°	



PALM VALLEY STORM CHANNEL

W. R/W CYWD ESTABLISHED BY LEAST
SQUARE ADJUSTMENT FROM E. LINE TO S.
LINE OF NW 1/4 SEC. 31 BETWEEN P1'S
W/CURVES ESTABLISHED BY RECORD RADII
PER MB 211/90-94

TR 30438

PUBLIC UTILITY EASEMENT VACATION

EXHIBIT 'A' - LEGAL DESCRIPTION

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 6 AND LOT 7, AS SHOWN BY TRACT MAP 30438 ON FILE IN BOOK 396 OF MAPS AT PAGES 93 THROUGH 95, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID MAP;

THENCE NORTH 87°03'31" EAST, 71.02 FEET ALONG THE SOUTHERLY LINE OF SAID LOT TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 02°56'29" WEST, 22.00 FEET;

THENCE NORTH 87°03'31" EAST, 58.60 FEET TO THE WEST BOUNDARY OF THE 10' PUBLIC UTILITY EASEMENT AS SHOWN ON SAID TRACT MAP 30438;

THENCE SOUTH 02°56'48" EAST, 10.00 FEET TO A SOUTHERLY LINE OF LOT 6;

THENCE SOUTH 87°03'31" WEST, 48.60 FEET ALONG SAID LOT 6;

THENCE SOUTH 02°56'29" EAST, 24.00 FEET ALONG THE EASTERLY LINES OF LOT 6 AND LOT 7;

THENCE NORTH 87°03'31" EAST, 48.60 FEET ALONG A NORTHERLY LINE OF LOT 7;

THENCE SOUTH 02°56'29" EAST, 10.00 FEET;

THENCE SOUTH 87°03'31" WEST, 58.60 FEET;

THENCE NORTH 02°56'29" WEST, 22.00 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 6 OF SAID MAPS, ALSO BEING THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,412 SQUARE FEET, MORE OR LESS.

EXHIBIT 'B' ATTACHED IS HEREBY MADE A PART HEREOF.

THIS LEGAL DESCRIPTION AND ACCOMPANYING PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION.



DAVID HACKER PLS 5128

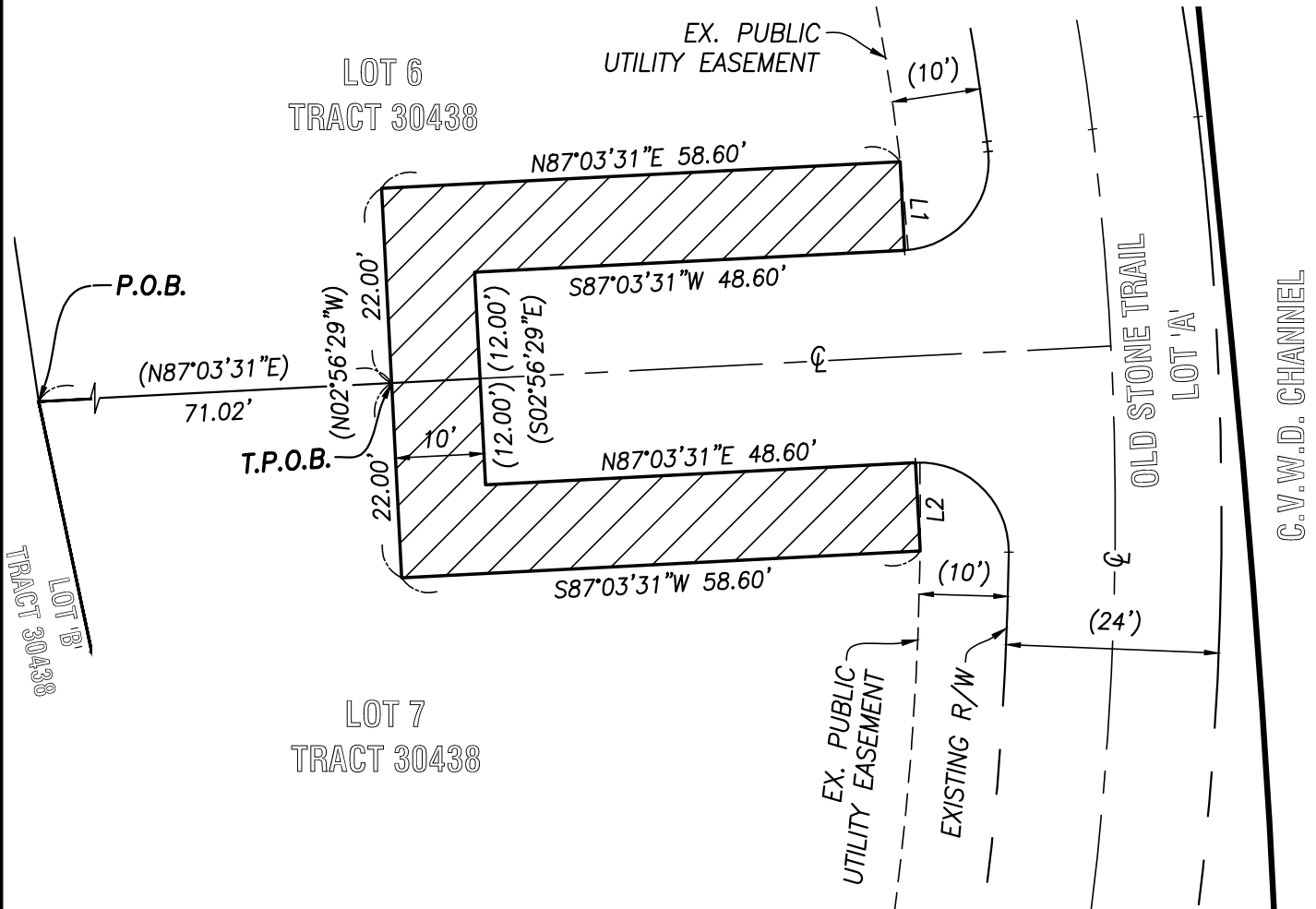
05/22/25

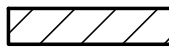
DATE



www.heitecinc.com
Suite 309
777 East Tahquitz Canyon Way
Palm Springs, California 92262
Phone: 760.340.9060

PUBLIC UTILITY EASEMENT VACATION EXHIBIT 'B' - PLAT



 PUBLIC UTILITY EASEMENT VACATION
1,412 SQ. FT. (0.03 AC.)

() INDICATES RECORD DATA
PER M.B. 396/93-95

P.O.B. INDICATES POINT OF
BEGINNING

T.P.O.B. INDICATES TRUE POINT
OF BEGINNING



LINE TABLE

LINE #	LENGTH	BEARING
L1	10.00'	S02°56'48"E
L2	10.00'	S02°56'29"E



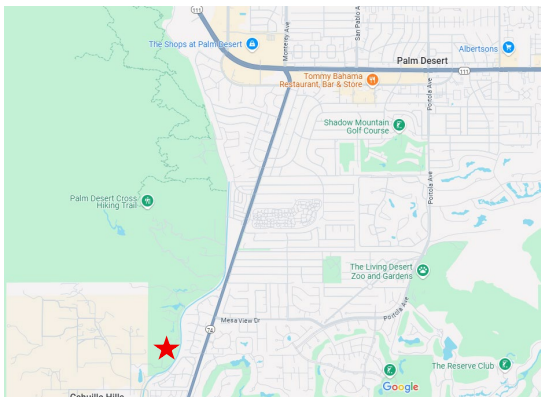
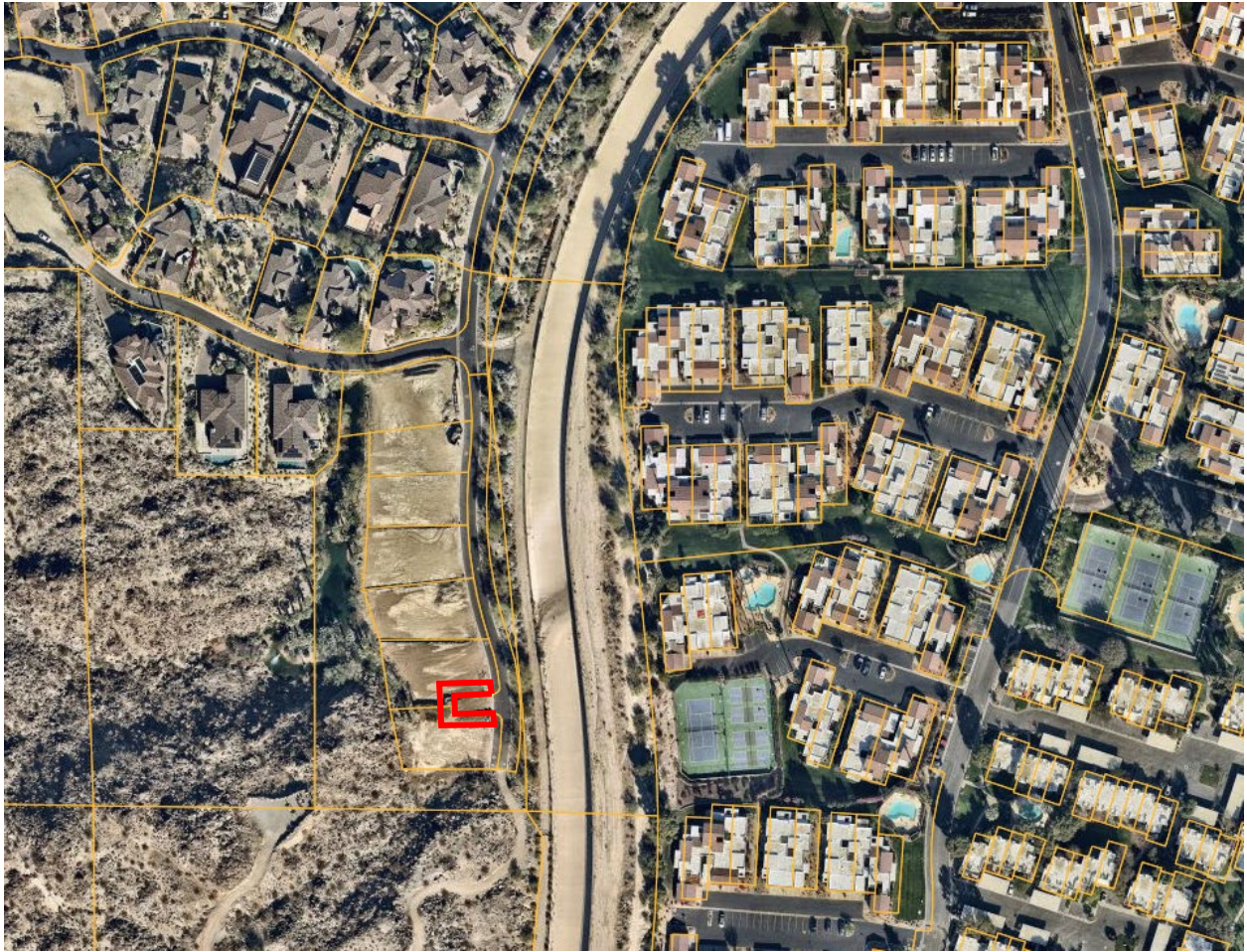
www.heitecinc.com
Suite 309
777 East Tahquitz Canyon Way
Palm Springs, California 92262
Phone: 760.340.9060

DAVID HACKER PLS 5128

05/22/25

DATE

Vicinity Map



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RELEASE THE MAINTENANCE BOND FOR TRACT MAP 37506-1
PARKS A AND B, UNIVERSITY PARK

RECOMMENDATION:

Release the Maintenance Bond for Tract Map 37506-1 in the full amount of \$58,393.28.

BACKGROUND/ANALYSIS:

On November 20, 2018, Planning Commission approved by Resolution No. 2745 a request by University Park Investors, LLC (801 San Ramon Valley Blvd., Suite F, Danville, CA 94526) to construct a 174+ acre, master planned subdivision located on Gerald Ford Drive between Portola Avenue and Pacific Avenue. Tract Map 37506-1 is phase I of this project. Phase I includes 16 public streets, two public parks (A & B), and 236 single family lots.

The two (2) public parks including Park A (Lot PP of Tract Map 37506-1), APN: 694-574-003, 1.32 acres and Park B (Lot X of Tract Map 37506-1), APN: 694-570-040, 0.99 acres. Park A includes playground equipment with shade structures, tables and benches, a drinking fountain, and a walking trail. Park B consists of a walking trail, a bench, and open space. See Attachment 3.

On September 11, 2023, the Public Works Department verified the completion of the parks. Additionally, the Engineer of Record has submitted a Letter of Certification verifying the completion of improvements. Improvements for the parks can be found in approved grading plan G-1426. A Record Drawing of the improvements is on file in the Development Services Department.

On October 26, 2023, the City Council accepted Parks A & B for city's continued maintenance, releasing the faithful performance and payment (Labor and Materials) Bonds, and accepting the Maintenance Warranty Bond in the amount of \$58,393.28. Pursuant to the Palm Desert Municipal Code Section 26.28.140, the City of Palm Desert required the acceptance of a ten percent Maintenance guarantee for a one-year period after completion of improvements.

On May 29, 2025, the Public Works Department confirmed that both parks remain in good condition, concluding the warranty period.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

Annual Maintenance is included in the FY 2025-26 Proposed Budget and estimated at a cost of \$90,060. There is no additional financial impact to the General Fund.

ATTACHMENTS:

1. Maintenance Bond
2. Vicinity Map
3. Approved landscape plans for Park A and Park B

SUBDIVISION IMPROVEMENT AGREEMENT

Bond No.: 800158232

MAINTENANCE (WARRANTY) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Palm Desert, California ("City"), and University Park Investor, LLC ("Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements for Parcel/Tract Map No. TR 37506-1 Parks A & B Bonding ("Public Improvements") and to guarantee and warrant the work for a period of one year following its completion and acceptance; and

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements in TR 37506-1 dated 4/26/21 ("Improvement Agreement"); and

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required under the terms of the Improvement Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Improvement Agreement.

NOW, THEREFORE, Principal and Atlantic Specialty Insurance Company a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California ("Surety"), are held and firmly bound unto the City in the penal sum of Fifty Eight Thousand Three Hundred Ninety Three and 28/100 (\$58,393.28) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Should Principal fail to promptly repair and replace defects required to be done by Principal within the time allowed by City, City may, at its option, cause all required work to be done and Principal and/or Surety will be firmly bound for the payment of all necessary costs therefor. In case of emergency, where in the sole opinion of City, delay could cause serious loss or damage, repairs may be made without notice being sent to City, and the expense in connection therewith shall be charged to Principal, and Surety shall be liable for the cost thereof.

The condition of this obligation is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against City or any person employed by City.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of September 2023.

(Corporate Seal)

University Park Investor, LLC
Principal [Signature]
By _____

Title MANAGER

(Corporate Seal)

Atlantic Specialty Insurance Company
Surety [Signature]
By _____
Annette Audinot

(Attach Attorney-in-Fact Certificate)

Title Attorney-In-Fact

The rate of premium on this bond is \$12 per thousand per thousand. The total amount of premium charges is \$ 701.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota, 55441

(Name and Address of Agent or Representative for service of process in California, if different from above)

Atlantic Specialty Insurance Company
222 South Harbor Blvd., Suite 900
Anaheim, CA 92805

(Telephone number of Surety and Agent or Representative for service of process in California)

781-635-5304

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On 04/13, 2023, before me, Tameka Marie Jones, Notary Public, personally appeared Robert Radanovich, who proved to me on the basis of satisfactory

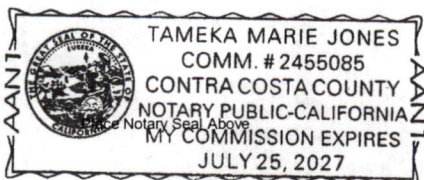
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

New York

STATE OF ~~CALIFORNIA~~

COUNTY OF Kings

On September 12, 2023, before me, Terry Ann Gonzales-Selman, Notary Public, Notary Public, personally appeared Annette Audinot, who proved to me on the basis of satisfactory

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

TERRY ANN GONZALES-SELMAN
Notary Public, State of New York
No. 01GO6272513
Qualified in Kings County
Commission Expires November 19, 2024
Place Notary Seal Above

WITNESS my hand and official seal.

Terry Ann Gonzales-Selman

Signature of Notary Public
Terry Ann Gonzales-Selman

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s)
☒ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Title(s)

- ☐ Limited
☐ General

Bond

Title or Type of Document

Six

Number of Pages

9/12/2023

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Atlantic Specialty Insurance Company

Annette Audinot
Signer(s) Other Than Named Above
Annette Audinot

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.



Power of Attorney

Surety Bond No: 800158232

Principal: University Park Investor, LLC

Obligee: City of Palm Desert, California

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Annette Audinot, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

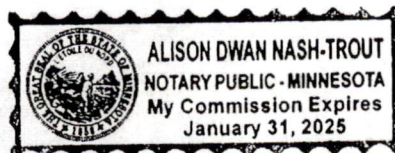


By

Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of September, 2023.



Kara Barrow

Kara Barrow, Secretary



Atlantic Specialty Insurance Company

Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets

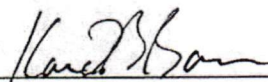
Investments:	
Bonds	\$ 2,216,201
Preferred Stocks	-
Common Stocks	752,567
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498
Other Investments	20,805
Total Cash & Investments	3,296,071
Premiums and Considerations Due	332,718
Reinsurance Recoverable	39,231
Receivable from Parent, Subsidiary or Affiliates	2,250
All Other Admitted Assets	79,777
Total Admitted Assets	3,750,047

Liabilities and Surplus

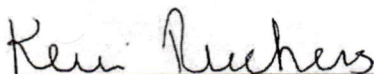
Liabilities	
Loss Reserves	\$ 1,093,968
Loss Adjustment Expense Reserves	347,884
Total Loss & LAE Reserves	1,441,852
Unearned Premium Reserve	735,813
Total Reinsurance Liabilities	42,785
Commissions, Other Expenses, and Taxes due	88,767
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	632,508
Total Liabilities	2,921,725
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	174,558
Other Including Gross Contributed	644,763
Capital & Surplus	828,322
Total Liabilities and C&S	3,750,047

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

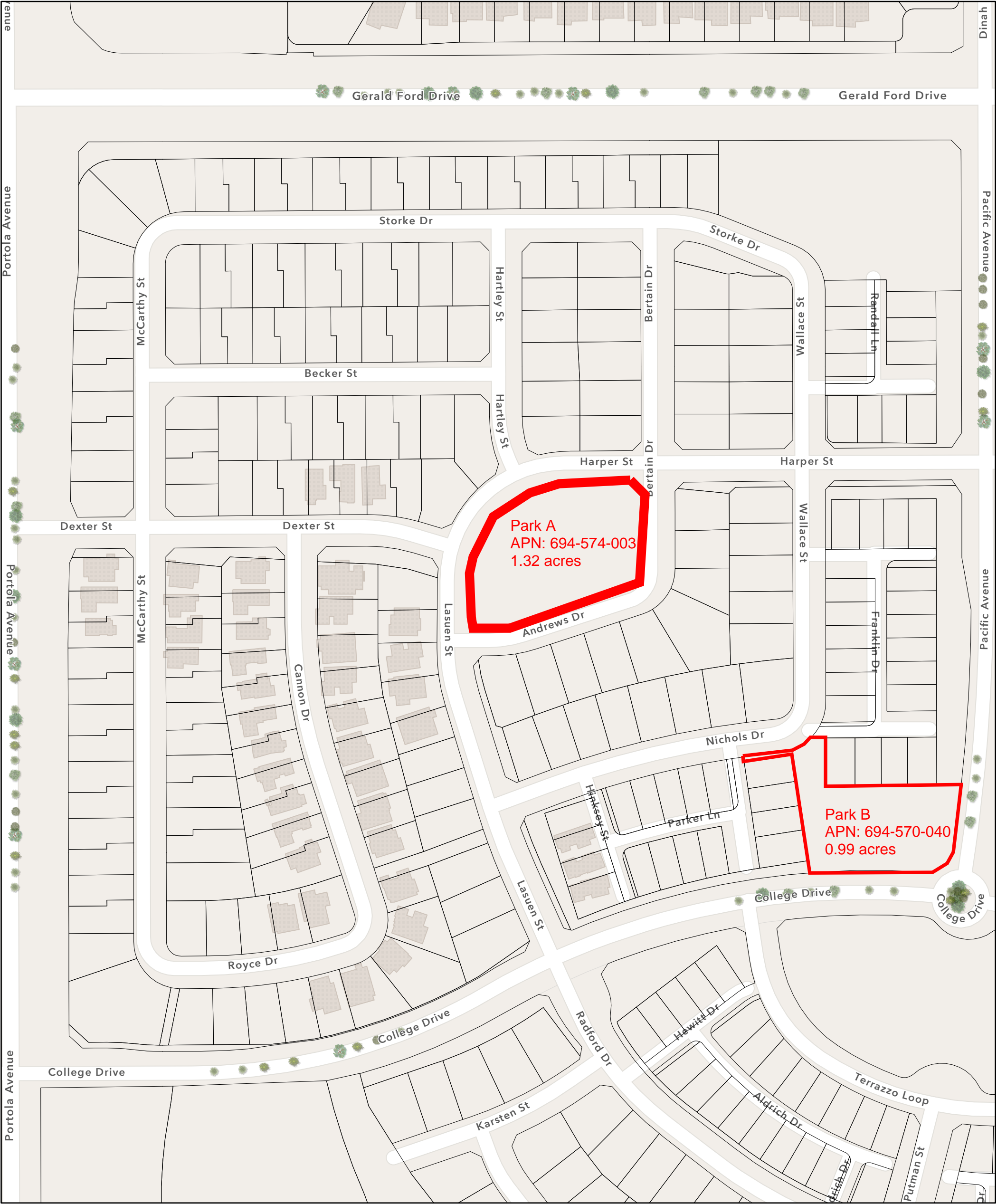

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.




Notary Public

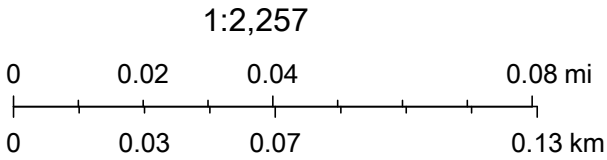


Vicinity Map



10/11/2023, 5:14:03 PM

-  Palm Desert Parcels
-  Palm Desert City Boundary



Esri Community Maps Contributors, Loma Linda University, UC Riverside, City of Palm Desert, County of Riverside, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/



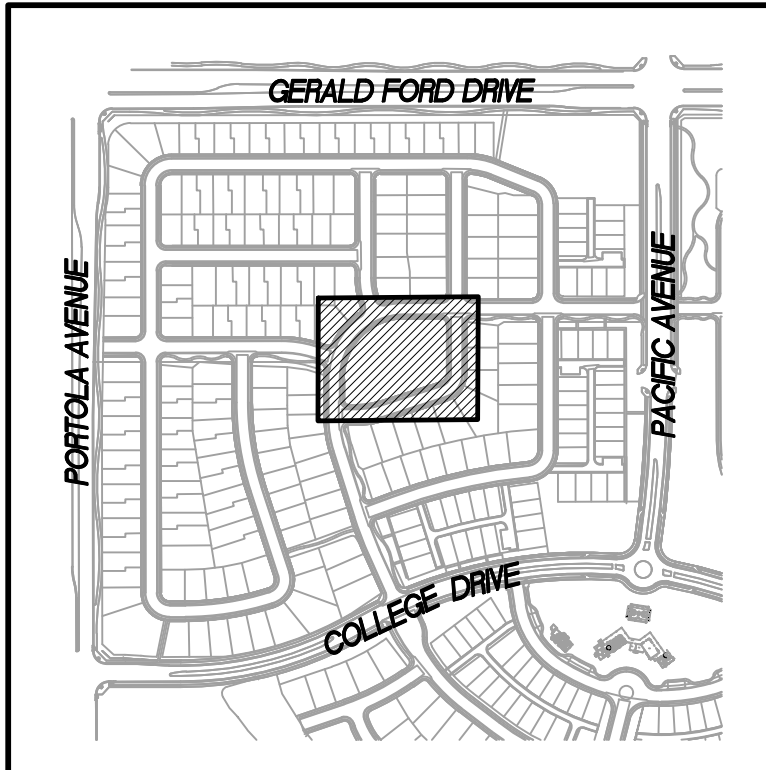
PLAY STRUCTURES



SHADE STRUCTURE



DRINKING FOUNTAIN



SITE MAP, N.T.S.

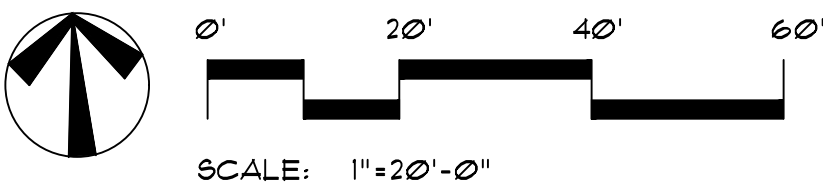


SITE FURNITURE



UNIVERSITY PARK - PHASE ONE

PARK "A" - PRELIMINARY LANDSCAPE PLAN
CITY OF PALM DESERT, CA



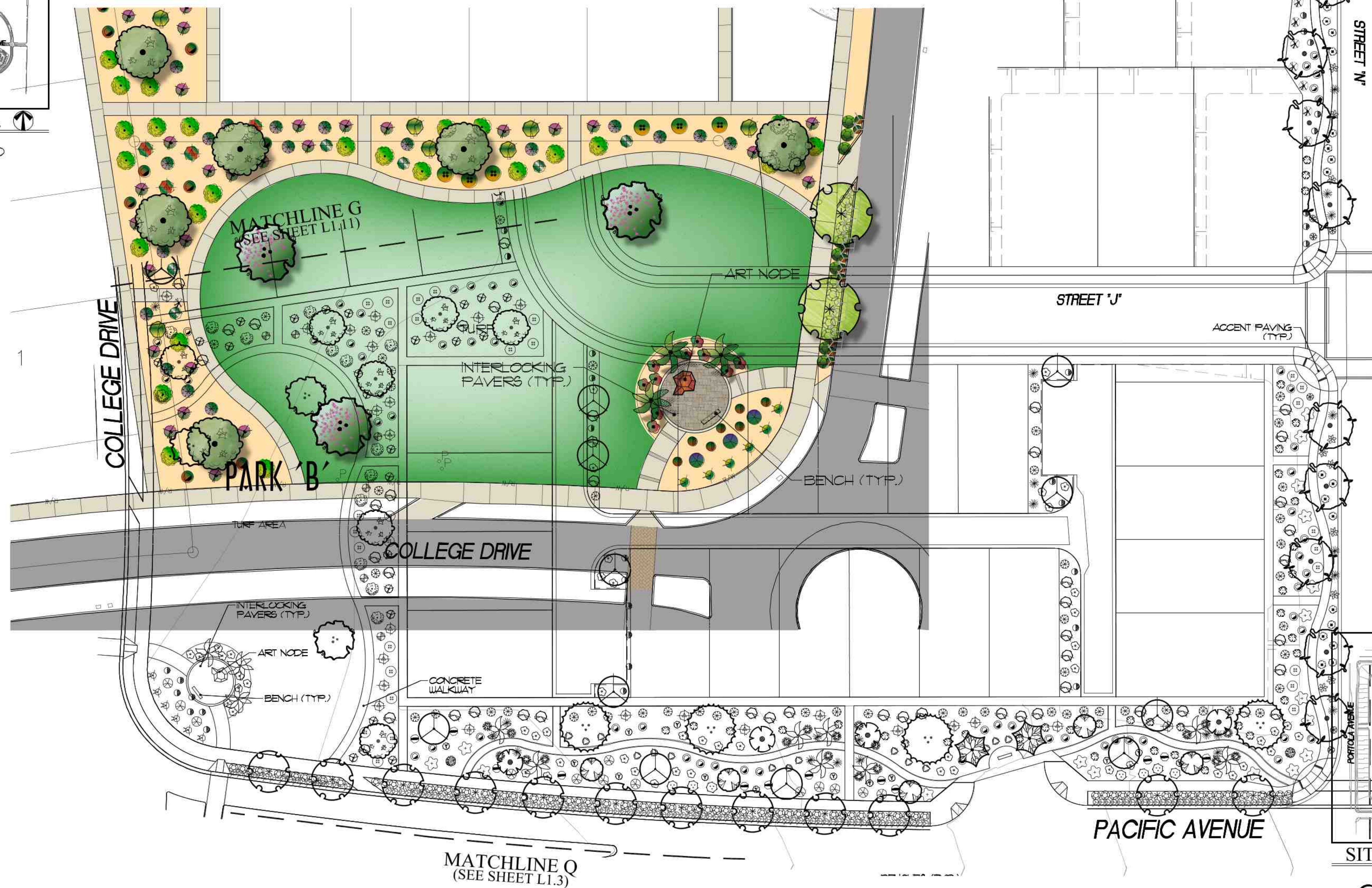
HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA
92211
LIC# 2754, EXP 04/30/20
PH. (760) 777-9131
FAX (760) 777-9132

DATE 1/29/19



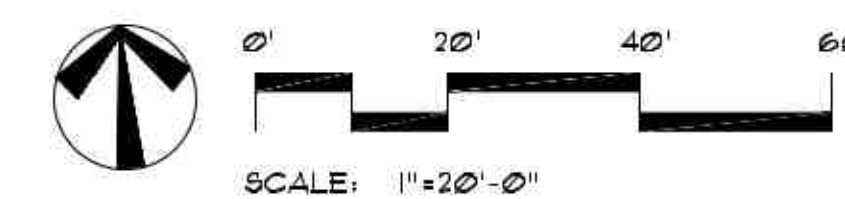
SITE MAP, N.T.S. ↑

FOR PLANT LEGEND
SEE SHEET L1.19



UNIVERSITY PARK - PHASE ONE

PARK "B" - PRELIMINARY LANDSCAPE PLAN
CITY OF PALM DESERT, CA



SITE MAP, N.T.S. ↑

HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA
92211
LIC# 2754, EXP 04/30/20
PH. (760) 777-9131
FAX (760) 777-9132

DATE 1/29/19

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RELEASE THE FAITHFUL PERFORMANCE BOND, LABOR AND MATERIALS BOND FOR OFFSITE IMPROVEMENTS, PARTICULATE MATTER BOND, ACCEPT THE MAINTENANCE BOND, AUTHORIZE APPROPRIATION OF FUNDS FOR REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$593,000

RECOMMENDATION:

1. Accept Public Improvements for the extension of Technology Drive and Zenith Drive.
2. Release the following bonds for the extension of Technology Drive and Zenith Drive (PG22-0007):
 - Faithful Performance Bond in the amount of \$1,137,582.
 - Labor and Materials Bond in the amount of \$1,137,582.
3. Release Particulate Matter (PM10) Bond for Rough Grading Permit (RG22-0008) in the amount of \$29,940 to Apogee Professional Services.
4. Accept Maintenance Bond in the amount of \$113,758.20.
5. Authorize an appropriation of \$293,000 from unobligated Capital Project Funds to Street Capital Improvement Account No. 4004311-432000.
6. Authorize reimbursement to Palm Desert University Gateway, LLC in the amount not to exceed \$593,000 for street improvements adjacent to the city-owned parcel.

BACKGROUND/ANALYSIS:

On July 8, 2015, the City Council approved a Development Agreement (DA) for the University Park/Gateway area of the City with Palm Desert University Gateway, LLC (Owner), 38 S Clancy Ln, Rancho Mirage, CA 92270. Section 3.2 (f) of the DA stipulates that the parties to the Agreement agree to each pay for half of the Technology Drive street improvements to provide access to any portion of the project in advance of the development of any portion of the Planning Area 8 and 9 by the City, the City shall reimburse the "Owner the City's fair share of the approved soft and hard costs of the improvements."

A reimbursement allocation of \$593,000 is planned for the fair share cost of frontage improvements on the City-owned parcel. The City budgeted \$300,000 in the Fiscal Year 2024-25 budget for the construction of these offsite improvements. Since the final costs have not yet been accepted, the City anticipates an additional \$293,000 (including 10% contingency) to cover the City portion of the shared costs.

On March 15, 2022, the Planning Commission approved the Millennium Apartments Project (PP22-0009) by Resolution No. 2809, a request by MRES Millennium Holdings, LLC (Applicant), 12149 West Center Road, Omaha, NE 68144, consisting of a precise plan to construct 330 apartment units within fifteen buildings (Project).

On December 29, 2022, the PM 10 Bond was received under the rough grading permit RG22-0008 by check no. 1263 for the Project, payment by Apogee Professional Services, LLC (12149 W. Center Road, Omaha, NE 68144).

Palm Desert Municipal Code Chapter 24.12 requires a PM10 mitigation plan and implementation of dust control measures during construction to reduce fugitive dust and particulate matter emissions. Section 24.12.070 mandates a bond (or approved alternative) to ensure stabilization of disturbed areas if dust control fails or the site is abandoned. PM10 bonds are submitted before grading permits are issued, with Public Works Inspectors monitoring compliance throughout the project. City Council approval is required for bond release, which is now coordinated with the release of improvement and grading bonds upon project completion and confirmation that no disturbed areas remain. Staff recommends approval of PM10 bond release for the listed projects, as all have passed final inspection and no further mitigation is needed.

On March 29, 2024, both the Faithful Performance Bond and the Labor and Materials Bond for offsite improvements were received under Precise Grading Permit No. PG22-0007, each in the amount of \$1,137,582. Subsequently, on April 25, 2024, the City Council approved the release of the Grading Bond for the project. The offsite improvements involved the project's frontage along Technology Drive and Zenith Drive extending to Gerald Ford Drive, encompassing a full street improvement rather than just the project's half portion as required by Resolution No. 2809. Progress was delayed to ensure compliance with the scope of work agreed upon with the City, which also owns an abutting parcel (Assessor's Parcel Number 694-120-028).

On January 15, 2025, the Public Works Department verified the completion of all public improvements for this project. Additionally, the Engineer of Record has submitted the Letter of Certification verifying the completion of improvements. Project requirements are documented in the approved grading plan (PG22-0007) and the Engineer's Estimate. A Record Drawing of the improvements is on file with the Development Services Department.

Per Palm Desert Municipal Code Section 26.28.140, a 10% Maintenance Bond is required for one year after completion. The developer has submitted a \$113,758.20 bond for this purpose.

Legal Review:

The City Attorney's Office has reviewed this report.

FINANCIAL IMPACT:

Funds are available in Account No. 4004311-4332000 in the amount of \$300,000 in the FY 2024-25 Budget. To ensure City costs are covered, staff has identified Gas Tax funds available to complete this project and has transferred them to the Capital Projects Fund to simplify tracking of this project. Staff is requesting an appropriation of those monies from unobligated Capital

Project Fund Balance to Account No. 4004311-4332000 in the amount of \$293,000. The combined amount includes 10% contingency and upon completion, any unspent portion will be returned to the Gas Tax Fund. The City will be required to maintain Technology Drive moving forward.

ATTACHMENTS:

1. Development Agreement
2. Faithful Performance Bond
3. Labor and Materials Bond
4. Particulate Matter (PM 10) Receipt
5. Maintenance Bond
6. Vicinity Map

Recording Requested By
First American Title Company
National Commercial Services

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

**City Clerk's Office
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578**

**FOR THE BENEFIT OF THE
CITY OF PALM DESERT
- NO FEE -
6103 OF THE GOVT. CODE**

DOC # 2015-0319223
07/21/2015 08:00 AM Fees: \$0.00
Page 1 of 37
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

****This document was electronically submitted
to the County of Riverside for recording**
Received by: CTOLOSSA**

603-002
Millennium, The
(original)

(This Space for Recorder's Use Only)

NCS-718841

Development Agreement
Between
City of Palm Desert, California
and
Palm Desert University Gateway, LLC
a Nebraska Limited Liability Company

ORDINANCE NO. 1281
Approved: March 26, 2015
(Case No. DA/SP/EA 14-332 - The Millennium)

Dated: July 8, 2015

(Title of Document)

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PALM DESERT, CA

2015 AUG 17 PM 12:11

Recording Requested By
First American Title Company
National Commercial Services

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WHEN RECORDED, MAIL TO:**

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City of Palm Desert
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**FOR THE BENEFIT OF THE
CITY OF PALM DESERT
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ORDINANCE NO. 1281
Approved: March 26, 2015
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**DEVELOPMENT AGREEMENT
CASE NO. DA/SP/EA 14-332**

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ORDINANCE NO. 1281

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE MILLENNIUM PALM DESERT SPECIFIC PLAN, DEVELOPMENT AGREEMENT 14-332, AND ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE DEVELOPMENT OF A MULTI-USE PROJECT ON 152 ACRES LOCATED NORTH OF GERALD FORD DRIVE, EAST OF TECHNOLOGY DRIVE, WEST OF PORTOLA AVENUE, AND SOUTH OF UNION PACIFIC RAILROAD
CASE NO: SP/DA/EA 14-332**

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 17th day of February, 2015, hold a duly noticed public hearing to consider the request by PD 80 T & S, LLC and Palm Desert University Gateway, LLC, for approval of the above noted and adopted Planning Commission Resolution 2645 recommending approval of The Millennium Palm Desert Specific Plan and supporting applications, to the City Council; and

WHEREAS, the City Council of the City of Palm Desert, California, did on the 12th day of March, 2015, hold a duly noticed public hearing to consider the request by PD 80 T & S, LLC and Palm Desert University Gateway, LLC, for approval of The Millennium Palm Desert Specific Plan, Development Agreement 14-332, and adopted a Mitigated Negative Declaration for the above noted project; and

WHEREAS, said applications have complied with the requirements of the "City of Palm Desert Procedure for Implementation of the California Environmental Quality Act," Resolution No. 2014-41, the Director of Community Development has determined that the project will not have a negative impact on the environment and that a mitigated negative declaration can be adopted; and

WHEREAS, at said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did find the following facts and reasons to exist to justify the approval of said request:

1. The Millennium Palm Desert Specific Plan, Development Agreement, General Plan Amendment, Change of Zone, Tentative Parcel Map 36792, and Tentative Tract Map 36793, as proposed, are consistent with the goals and policies of the Palm Desert General Plan including that the project will provide alternate means of transportation, development of a segment of the Mid-Valley Bike Path, provide additional affordable housing units, provide local employment centers in close proximity to residential land uses, increase the City's sales tax base, and provide recreational open space.
2. The Millennium Palm Desert Specific Plan complies with provisions of the University Park Planning Area in that the plan provides a balance of land use intensities and open space, provides for efficient multi-modal interconnectivity, and complies with the "High-Density Overlay" provisions for the area.

ORDINANCE NO. 1281

3. The Millennium Palm Desert Specific Plan will provide land use compatibility within the boundaries of the planning area and with adjacent properties as the proposed uses and development standards are similar to existing uses to the south, west and east.
4. The Millennium Palm Desert Specific Plan is suitable and appropriate for the property in that the property has been designated for commercial, industrial, residential and open space uses and that development will comply with applicable City standards and standards approved as part of the Specific Plan.
5. That the proposed Tentative Parcel Map and Tentative Tract Map are not detrimental to the public health, safety or general welfare, or be materially injurious to the surrounding properties or improvements in the City of Palm Desert.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AS FOLLOWS:

1. That the above recitations are true and correct and constitute the findings of the City Council in this case.
2. That the City Council does hereby approve the Millennium Palm Desert Specific Plan and Development Agreement, and adopt the Mitigated Negative Declaration, as proposed.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Palm Desert, California, at its regular meeting held on the 26th day of March, 2015, by the following vote, to wit:

AYES: HARNIK, JONATHAN, TANNER, and WEBER

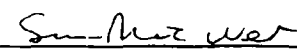
NOES: NONE

ABSENT: SPIEGEL

ABSTAIN: NONE

ATTEST:


RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA


Susan Marie Weber, Mayor
EACH DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, IS CERTIFIED TO BE A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE AND ON
RECORD IN MY OFFICE.

Dated: July 8, 2015

RACHELLE D. KLASSEN, City Clerk
City of Palm Desert, California

By: 

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PALM DESERT, CALIFORNIA

And

Palm Desert University Gateway, LLC,
a Nebraska Limited Liability Company

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PALM DESERT, CA
2015 JUL -2 PM 12:32

Dated: July 8, 2015

**DEVELOPMENT AGREEMENT
CASE NO. DA/SP/EA 14-332**

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attn: City Clerk

FOR RECORDER'S USE ONLY

Record for the Benefit of
the City of Palm Desert
Pursuant to Government Code Section 6103

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 8th day of July, 2015, by and between the City of Palm Desert, California, a municipal corporation organized and existing under the laws of the State of California (the "City"), and Palm Desert University Gateway, LLC, a Nebraska Limited Liability Company ("PD Gateway or "Owner"), pursuant to the authority of Sections 65864 – 65869.5 of the California Government Code and the applicable provisions of the municipal code of the City of Palm Desert. The City and the Owner are hereinafter, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. These Recitals refer to and utilize certain capitalized terms which are defined in this Agreement. The Parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.
- B. California Government Code Sections 65864 through 65869.5, inclusive (the "Development Agreement Legislation"), authorize the City to enter into development agreements in connection with the development of real property within its jurisdiction. On August 22, 2013, the City enacted by Ordinance No. 1259, amending Municipal Code Section 25, and including Sections 25.78.060 (the "Development Agreement Ordinance"), which establishes procedures and requirements for the consideration of development agreements pursuant to the Development Agreement Legislation.
- C. City is currently the owner of two parcels of land, identified as Assessor's Parcel Nos. 694-120-012 and 694-120-013, collectively "Current City Property", which parcels are generally located north and south of Technology Drive, on the east side of Portola Avenue.
- D. Owner, is currently the owner of multiple parcels of land located within the City, identified as Assessor's Parcel Nos. 694-120-017-8, 694-190-064-7, 694-120-019-0, 694-190-076-8, 694-120-015-6, 694-120-016-7 and 694-190-059-3, collectively "Current Owner Property," which parcels are generally located on the north side of Gerald Ford Drive, between Portola Avenue and Technology Drive. Owner is entitled to have filed the

application for and to enter into this Agreement. The Project consists of the future development of the City Property and the Owner Property ("**Project Property**").

- E. Concurrent with entering into this Agreement, City and Owner will enter into an Agreement For Exchange of Real Property ("**Land Swap Agreement**"), by which City and Owner will exchange portions of Current City Property for portions of Current Owner Property ("**Exchange**"). Upon completion of the Exchange, City will own parcels 8, 9 and A-E as described on Tentative Parcel Map 36792 ("**City Property**"), a copy of which is attached hereto as Exhibit "C", and Owner will own parcels 1 through 7 on Tentative Parcel Map 36792 ("**Owner Property**").
- F. The City Property and Owner Property are located at an important entry point to the City and the coordinated development of the Project pursuant to this Agreement represents an important and mutually beneficial economic development and land usage planning opportunity for the City and Owner. Owner desires to move forward with the Project in accordance with the Project Approvals.
- G. The City has determined that the development of the Project as contemplated by this Agreement is consistent with and in furtherance of the development goals, policies, general land uses and development programs of the City as set forth in the City's General Plan and is consistent with the Planned Residential and Planned Commercial Zones adopted on March 26, 2015 by Ordinance No. 1281, affecting both the Owner Property and the City Property.
- H. City has further determined that entry into this Agreement will further the goals and objectives of the City's land use planning policies by, among other things, encouraging investment, providing precise and supplemental criteria for the uses, design, circulation and development of the City Property and Owner Property, including flexibility in land use options which may be altered in order to respond to future changes in the surrounding areas, eliminating uncertainty in planning for, and securing orderly processing and development of, the Project. The benefits conferred on the City by Owner herein will
 - (i) insure consistent, comprehensive planning which will result in aesthetically pleasing, environmentally harmonious, and economically viable development within the City;
 - (ii) provide for the creation of a high-quality, aesthetically pleasing entry statement for the City;
 - (iii) provide affordable housing opportunities within the project boundaries;
 - (iv) provide certain road and infrastructure improvements within the project boundaries;
 - (v) create a vibrant mixed use project that enhances the community; and
 - (vi) further the development objectives of the City in an orderly manner, all of which will significantly promote the health, safety and welfare of the residents of the City.

In exchange for these benefits to the City, Owner desires to receive the assurance that it may proceed with the Project in accordance with the Project Approvals and at a rate of development of its choosing, subject to the terms and conditions contained in this Agreement.

- I. By adopting this Agreement, the City Council has elected to exercise certain governmental powers at the present time rather than deferring such actions until an undetermined future

date and has done so intending to bind the City and the City Council and intending to limit the City's future exercise of certain governmental powers, to the extent permitted by law.

- J. This Agreement has undergone extensive review by the City's staff, the Planning Commission and the City Council.
- K. To ensure that the intentions of the City and Owner with respect to the Project Approvals are carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project, subject to the conditions and requirements included in this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Legislation, and in consideration of the mutual covenants and promises of the Parties herein contained, the Parties agree as follows:

AGREEMENT

1. Definitions.

- 1.1. Defined Terms. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.
- 1.2. Affordable Housing Cost. The term "Affordable Housing Cost" means a housing cost which does not exceed 30 percent of the Gross Income of the household, and the term "housing cost" shall have the meaning ascribed to such term in Title 25 of the California Code of Regulations Section 6920, as such regulations may be amended from time to time, and the term "Gross Income" shall have the meaning ascribed to such term in Title 25 of the California Code of Regulations Section 6914, as such regulations may be amended from time to time.
- 1.3. Agreement. This Development Agreement.
- 1.4. Building Ordinances. Those building standards, of general and uniform application throughout the City and not imposed solely with respect to the Owner's Property, in effect from time to time that govern building and construction standards within the City, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, sign, and fire codes.
- 1.5. City Council. The legislative body of the City of Palm Desert.
- 1.6. City Property. Parcels 8, 9 and A-E as described on the final recorded form of Tentative Parcel Map 36792, as further described on Exhibit "A" attached to this Agreement.

- 1.7. Current City Property. The real property and any improvements thereon as described above.
- 1.8. Current Owner Property. The real property and any improvements thereon as described above.
- 1.9. Effective Date. The Effective Date of this Agreement shall be the date on which the Enacting Ordinance became effective, which shall be thirty (30) days from the date of the second reading of the Enacting Ordinance by the City Council.
- 1.10. Enacting Ordinance. Ordinance 1281, enacted by the City Council on March 26, 2015, approving this Agreement.
- 1.11. Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date.
- 1.12. Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of the City, governing the development of the Project, including but not limited to, the permitted uses of land, the density and intensity of use of land, and the timing of development, all as applicable to the development of the City Property and Owner Property. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include City's General Plan, the City's zoning ordinance and the City's subdivision code, but shall exclude the Building Ordinances.
- 1.13. Mortgage. A mortgage, deed of trust, sale and leaseback arrangement in which all or a part of the Owner's Property, or an interest in it, is sold and leased back concurrently, or other transactions in which all or a part of the Owner's Property, or an interest in it, is pledged as security, contracted in good faith and for fair value.
- 1.14. Owner Property. Parcels 1 through 7 of the final recorded form of Tentative Parcel Map 36792 as further described on Exhibit "B" attached to this Agreement.
- 1.15. Person or Family of Very Low, Low, or Moderate Income, or Very-Low Income Household, a Low Income Household, or a Moderate-Income Household. Means a person, family or household meeting the income qualifications limits set forth in California Health and Safety Code Sections 50093, 50105, 50052.5, and 50053, and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time, and any successor statutes thereto.

1.16. Project. The development of residential, commercial, industrial and public buildings and facilities and associated amenities, and on-site and off-site improvements, as permitted under and described in the Project Approvals to be constructed on the City Property and Owner Property, as the same may hereafter be further refined, enhanced or modified pursuant to the provisions of this Agreement.

1.17. Project Approvals. Owner has applied for and obtained various environmental and land use approvals and entitlements related to the development of the Project, as described below. "Project Approvals" shall mean all of the approvals, plans and agreements described in this section 1.14:

1.17.1 Mitigated Negative Declaration MND 14-332 approved on March 26, 2015.

1.17.2 Tentative Track Map 36793 approved on March 26, 2015.

1.17.3 Development Agreement DA 14-332 approved on March 26, 2015, by Ordinance No. 1281.

1.17.4 General Plan Amendment GPA 14-332 , approved on March 26, 2015.

1.17.5 Change of Zone CZ 14-332, approved on March 26, 2015

1.17.6 Tentative Parcel Map No. 36792, approved on March 26, 2015.

1.17.7 Specific Plan No. SP 14-332 approved on March 26, 2015.

1.17.8 Subsequent Approvals. In order to develop the Project as contemplated in this Agreement, the Project may require land use approvals, entitlements, development permits, and use and/or construction approvals other than those listed in Sections 1.17.1 through 1.17.7, above, which may include, without limitation: development plans, amendments to applicable redevelopment plans, conditional use permits, variances, subdivision approvals, street abandonments, design review approvals, demolition permits, improvement agreements, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, transportation demand management programs, encroachment permits, and amendments thereto and to the Project Approvals (collectively, "Subsequent Approvals"). At such time as any Subsequent Approval applicable to the Property is approved by the City, then such Subsequent Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a Project Approval under this Development Agreement.

- 1.18. Stipulated Judgment. Stipulated Judgment is the Judgment pursuant to the stipulation filed with the Superior Court on May 15, 1994, and as subsequently amended, by and between the City of Palm Desert and all persons interested in the matter of the Redevelopment Plan for the Palm Desert Redevelopment Project Area No. 2 et. al.

2. Term; Amendment.

2.1 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the twenty (20) year anniversary date of the Effective Date, unless sooner terminated or extended as hereinafter provided. This Agreement may be extended by mutual consent of the Parties.

2.2 Extension of Term Due to Litigation.

In the event that litigation is filed by a third party (defined to exclude City and Owner and any assignee or Transferee of Owner) which seeks to invalidate this Agreement or any of the Project Approvals, the Term shall be extended for a period equal to the length of time from the time a summons and complaint and/or petition are served on the defendant(s)/respondent(s) until the resolution of the matter is final and not subject to appeal.

2.3 Amendment.

The Parties to this Agreement at their sole discretion and by their mutual written consent may from time to time amend the provisions and terms of this Agreement and the Exhibits hereto. Any amendment to this Agreement or the Exhibits hereto as provided herein shall be effected only upon compliance with the procedures for amendment, if any, required by the Development Agreement Legislation and the Development Agreement Ordinance. The City shall, after any such amendment takes effect, cause an appropriate notice of such amendment to be recorded in the official records of the County of Riverside.

3. General Development of the Project.

3.1 Land Swap Agreement.

The City and Owner shall enter into a Land Swap Agreement concurrently with this Agreement resulting in the conveyance of the City Property totaling 36.4± acres, for 37± acres of the Owner Property identified as Parcel 8 and Parcel 9 of the recorded version of Tentative Parcel Map 36792.

Pursuant to the Land Swap Agreement, the City shall, prior to the completion of the Exchange and at its expense, cause up to 3.5 acres of a portion of City Property, Assessor's Parcel No.

694-120-012, to be dedicated to the City for public right of way (Parcel E of Tentative Parcel Map 36792). The right of way is necessary for the construction of the Portola Avenue interchange at Interstate 10. The construction of the interchange, and any construction on the 3.5 acres of right of way, shall be the City's responsibility. The Owner shall not be required to contribute to the construction of any part of the interchange, however, this shall not be deemed a waiver or relief from payment of standard City-imposed development fees which may, in whole or in part, contribute to the construction of the interchange, which fees may include, but not be limited to TUMF fees and traffic mitigation fees.

The Parties acknowledge that after the Exchange, a stockpile of dirt ("Dirt") will be located on Parcel E and Parcel 3. The City agrees that it shall dust seal the Dirt prior to the Exchange and that the Dirt located on Parcel 3 may be used by either the City or the Owner on a first come, first serve basis. The Parties agree that no Dirt may be exported from the Project Property without the prior written approval of both the City and Owner, except the City may export the Dirt for use on any portion of the future Portola Interstate 10 Interchange. After the Exchange, each Party shall be responsible for maintaining the seal on the portion of the Dirt on their Property.

3.2 Project.

(a) The Project is defined and described in the Project Approvals, which specifies for the purpose of this Agreement all of the following aspects of the Project:

- (i) proposed land uses of all of the Property, including 9 separate planning areas ("Planning Areas") with unique development characteristics;
- (ii) the maximum (and probable) density and intensity of development of the Property and/or Planning Areas;
- (iii) certain requirements relating to access and traffic circulation within the Owner Property and City Property and/or Planning Areas;
- (iv) certain design guidelines relating to the construction of on-site and off-site improvements;
- (v) procedures for development within the Planning Areas.

(b) Upon closing of the Land Swap Agreement, Owner shall have the vested right to develop Planning Areas 1 through 7, inclusive, of the Project in accordance with, and development of the Project during the Term shall be governed by, the Project Approvals and, to the extent not inconsistent with or modified by the Project Approvals, the Existing Land Use Ordinances. Except as provided in Section 4, Owner's right to develop Owner Property in accordance with this Section 3 shall be without regard to future ordinances, resolutions, rules, regulations and policies of the City or referenda of the voters of the City, including, without limitation, those with respect to moratoriums for utility service, other than ordinances, resolutions, rules, regulations and policies of the City which limit or condition the rate, timing or sequencing of development of the Property and which are required solely as a result of then existing shortages of utility service capacity or facilities.

(c) City shall have the right, but not the obligation, to develop Planning Area 8 and 9 as affordable housing and a regional park site, subject to any reconfiguration of the parcels and changes in densities as deemed necessary by the City, and generally as described in the Project Approvals. The City shall, however, provide a landscaping buffer of at least 75 feet in width on the east side of Dinah Shore Drive, from Gerald Ford Drive to the roundabout

(d) The Parties agree that the storm water drainage for all the Planning Areas must be coordinated. Upon closing of the Land Swap Agreement, the Owner and the City shall be responsible for the costs associated with the construction of drainage facilities on their properties, except as provided herein. The Parties further agree that a centralized storm water drainage system which utilizes the existing drainage ditch identified as Assessor's Parcel No. 694-120-017, and extends that drainage ditch along the northern property line of Assessor's Parcel No. 694-120-012 is the preferred alternative for centralized storm water drainage. The Owner has prepared, and the City has reviewed and approved, a comprehensive hydrology study dated March 3, 2015 for all the properties involved in this Agreement. The City shall allow drainage across or under Planning Areas 8 and/or 9, consistent with the approved hydrology plan and as indicated in the Tentative Parcel Map 36792, to implement the storm water drainage plan. The Owner shall cause to be constructed, at its expense, any facilities required to convey storm water from its property to the aforementioned drainage ditch or retention basins on City's property. The costs associated with improvements within the drainage ditch and the retention basins on Planning Area 9 shall also be borne by Owner. The Owner shall be responsible for construction and costs associated with the drainage of Planning Areas 1 through 7, including any and all facilities in the ditch and across Planning Area 9. The City shall be responsible for final drainage construction for Planning Areas 8 and 9, except for retention basins on Planning Area 9. Concurrent with the recording of the final version of Tentative Parcel Map 36792, Owner shall record Conditions Covenants and Restrictions, in a form approved by City, requiring Owner, its successors and assigns to maintain the its drainage facilities across City's property and in the ditch, and reimburse the City for maintenance of the retention basins on Planning Area 9. After completion of City's development of Planning Area 9, Owner shall reimburse City for 100% of maintenance of westerly retention basin but only for its fair share of on-going maintenance of the easterly retention basin on Planning Area 9.

(e) The Parties acknowledge that the City plans to construct a regional park on Planning Area 9. The City will consult with Owner in the development of the park master plan, and consider the Owner's comments in its design of park improvements.

The Parties further acknowledge that soccer, baseball or other sports fields may be part of the park plan. The City agrees that the placement of night-lighting for said sports fields could be detrimental to the enjoyment of private property used for residential purposes within the Specific Plan. The City therefore agrees that all lighting plans for Planning Area 9 shall be submitted to the Owner for review and that the City shall use reasonable efforts to minimize adverse impacts associated with lighting of the sports fields, consistent with providing appropriate lighting. All lighting plans shall be subject to the City's Outdoor Lighting Requirements. The City further agrees that it will maintain the Planning Area as native desert until the City is prepared to develop the park site.

Should the Coachella Valley Water District request that well site(s) be provided within the Project boundaries, the City at its sole expense shall provide no more than one (1) well site within Planning Area 9.

The Parties acknowledge that any and all fees paid by the Owner toward its Quimby Fees as set forth in California Government Code Section 66477 *et seq.*, may be applied to the purchase and/or construction of Planning Area 9 park facilities.

(f) The Parties acknowledge that street improvements relating to the extension of Technology Drive and Dinah Shore Drive (extended) will be necessary to implement the Project. Improvement of streets within the Project is expected to occur concurrent with development of adjacent parcels. The Parties agree that half-street improvements will be the responsibility of the Party whose property abuts said street. All street improvements shall be completed to the satisfaction of the Public Works Director. The Parties further agree that should the Owner complete these improvements to provide access to any portion of the Project in advance of the development of any portion of Planning Areas 8 or 9 by the City, the City shall reimburse the Owner for the City's fair share of the approved soft and hard cost of the improvements. Reimbursement shall be made to the Owner within 60 days of submittal of an invoice to the City. Should the City improve roadways within the Project to serve Planning Areas 8 and/or 9, the Owner shall reimburse the City, within 60 days of submittal of an invoice, the Owner's fair share of these improvements when the road improvement work is complete. Failure of either Party to timely pay the approved soft and hard cost of the improvements contemplated by this Section 3.1 (f) shall be an Event of Default under Section 7. The City agrees that Owner shall have no obligation to bond for any City Property to be improved by Owner.

(g) The Parties acknowledge that as of the Effective Date, the Housing Element of the Palm Desert General Plan identifies the need for affordable housing units on the Owner Property. These units are included in the Housing Element as a result of the City's previous Regional Housing Need Assessment and the provisions of the Stipulated Judgment. The Owner agrees to develop, at its sole discretion and expense, affordable rental housing in Planning Area 7. The Owner further agrees to construct 6.66% (approximately 22 units) of the total number of units in this Planning Area to be affordable to very low income households, 6.67% affordable to low income households (approximately 22 units), and 6.67% (approximately 22 units) of these units to be affordable to moderate income households. Such units shall be available at an Affordable Housing Cost relative to the income category. Owner agrees to enter into a housing agreement with City further defining the affordable component. Such agreement shall be entered into prior to the approval of a precise plan application for Planning Area 7. No affordable housing shall be required to be built within Planning Area 1. Should the Stipulated Judgment be reversed, terminated or otherwise eliminated as a City obligation, the City and Owner will negotiate in good faith regarding an affordable housing requirement for Owner's Property, consistent with any city-wide affordable housing requirement. Any requirement imposed on Planning Area 1 shall be in lieu fees only; no affordable housing shall be required to be built on Planning Area 1.

(h) The Parties acknowledge the City has adopted the Coachella Valley Association of Governments (CVAG) Non-Motorized Transportation Plan which includes plans

for a multi-use path to be constructed along the City's northern boundary. The path is referred to as the Mid-Valley Bike Path ("MVBP") which abuts and is within the Project boundaries of the Specific Plan. The Owner, at its sole discretion, shall either pay reasonable in lieu fee (\$772,504) for the construction of the MVBP along the full northern boundary of the Project from Technology Drive to Portola Avenue or construct the MVBP to City standards, which standards shall be consistent with the construction quality of the MVBP in its entirety, prior to the issuance of the eightieth (80) building permit for Planning Area 1, assuming that the MVBP has been fully designed and approved by the City. In the event the City has not fully designed and approved the MVBP at the time of the issuance of the one-hundredth (100) building permit, the Parties shall renegotiate the timing on the construction or payment of the in lieu fee. The Owner shall not be responsible for the construction of any other facilities or fees associated with the MVBP. If Owner elects to pay the in-lieu fee, City shall reimburse to Owner the amount, if any, that the in-lieu fee exceeds the cost of construction, when completed by the City.

(i) Owner shall install a traffic signal at Portola Avenue and Dinah Shore Drive prior to any access being granted to the extension of Dinah Shore Drive. The cost of the installation of the traffic signal shall be shared equally between the City and Owner. Owner shall not be required to pay any signal fees for the Project.

3.3 Project Timing: Construction Entitlement.

The Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Such decisions depend upon numerous factors which are not within the control of City or Owner, such as market orientation and demand, interest rates, competition and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

Therefore, the Parties hereto acknowledge and expressly agree that Owner is hereby granted by the City the vested and guaranteed right to develop the Project pursuant to the Project Approvals and at such rate and at such times as Owner deems appropriate within the exercise of its sole subjective business judgment. Furthermore, Owner acknowledges and expressly agrees that the City has the option to develop Planning Areas 8 and 9 at such rate and at such times as City deems appropriate within the exercise of its sole subjective judgment.

City expressly agrees that Owner shall be entitled to apply for precise plans, subdivision maps, building permits, occupancy certificates and other land use and development entitlements for its use at any time provided that such application is made in accordance with the Project Approvals and this Agreement.

Notwithstanding any provisions to the contrary in this Agreement or the Existing Land Use Ordinances, Owner shall have the right, but not the obligation, to obtain from the

City, all necessary approvals, consents, permits, or other entitlements for the construction of the maximum number of square feet of gross floor area or maximum number of dwelling units of any permitted use under the Specific Plan specified with respect to any designated Planning Area set forth in the Specific Plan.

3.4 Building Permits and Other Approvals and Permits.

Subject to (a) Owner's compliance with this Agreement, the Project Approvals , the Existing Land Use Ordinances and the Building Ordinances, and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Owner promptly upon application therefor all necessary use permits, building permits, occupancy certificates, and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

3.5 Procedures and Standards.

The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Development Plan, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable and which are consistent with the Project Approvals.

3.6 Effect of Agreement.

This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right to develop the Project pursuant to specified and known criteria and rules as set forth in the Project Approvals and the Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project in accordance with the proposed uses of both the Owner Property as well as the City Property, the density and intensity of development of both the Owner Property as well as the City the Property and the requirements and guidelines for the construction or provision of on-site and off-site improvements as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3.3, and the City has entered into this in order to secure the public benefits conferred

upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Property or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project Property or Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project Property or Project.

3.7 Operating Memoranda.

Owner and City acknowledge that the provisions of this Agreement require a close degree of cooperation between Owner and City, and that refinements and further development of the Project may demonstrate that changes or additional provisions are appropriate with respect to the details of performance of the Parties under this Agreement in order to effectuate the purpose of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find that such changes or additional provisions are necessary or appropriate, and subject to the provisions of the next succeeding sentence, they shall effectuate such changes or provide for such additional provisions through operating memoranda to be approved in good faith by the Parties, which, after execution, shall guide implementation of this Agreement and may be further changed or supplemented from time to time as necessary, with further good faith approval of Owner and City. Upon receipt by the City of an opinion of the City Attorney to the effect that the subject matter of such operating memoranda does not require the amendment of this Agreement in the manner provided in Section 65868 of the California Government Code, then no such operating memoranda shall require prior notice or hearing, or constitute an amendment to this Agreement; and in the case of the City, such operating memoranda may be approved and executed by its City Manager without further action of the City Council. Failure of the Parties to enter into any such operating memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement.

4. Specific Criteria Applicable to Development of the Project.

4.1 Applicable Ordinances.

Except as set forth in the Project Approvals and subject to the provisions of Section 4.2 below, the Existing Land Use Ordinances shall govern the development of the Property hereunder and the granting or withholding of all permits or approvals required to

develop the Property; provided, however, that (a) Owner shall be subject to all changes in new and existing development impact fees, processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Property so long as such fees and charges are of general application and are not imposed solely with respect to the Project Property; (b) Owner shall abide by the Building Ordinances in effect at the time of such applications; and (c) Development Impact Fees to be paid by Owner during the first two (2) years of this Agreement shall be those in effect at the Effective Date of this Agreement.

4.2 Amendment to Applicable Ordinances.

Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project Property if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement.

In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Property or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project Property or portions thereof. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project Property as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project Property.

4.3 Easements; Abandonments.

City shall cooperate with Owner in connection with any arrangements for abandoning existing utility or other easements and the relocation thereof or creation of any new easements within the Project Property necessary or appropriate in connection with the development of the Project; and if any such easement is owned by City, City shall, at the request of Owner and in the manner and to the extent permitted by law, take such action and execute such documents as may be necessary to abandon existing easements and relocate them, as necessary or appropriate in connection with the development of the Project, all at the cost and expense of the Owner. In addition, to the extent that temporary or permanent easements on property adjacent or in close proximity to the Project Property will be required in order for Owner to develop all or portions of the Project, the City shall cooperate with Owner in efforts to obtain or secure any such required easements.

5. Periodic Review of Compliance.

In accordance with Govt. Code Section 65865.1, the Director of Community Development shall review this Agreement at least each calendar year during the term of this Agreement. At such periodic reviews, Owner and City must demonstrate their good faith compliance with the terms of this Agreement. Owner and City agree to furnish such evidence of good faith compliance.

6. Permitted Delays; Supersedure by Subsequent Laws.

6.1 Permitted Delays.

In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

6.2 Supersedure of Subsequent Laws or Judicial Action.

The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

7. Events of Default; Remedies; Termination.

7.1 Events of Default.

Subject to any extensions of time by mutual consent in writing, and subject to the provisions of this Agreement regarding permitted delays, the failure of either Party to perform any material term or provision of this Agreement shall constitute an event of default hereunder

("Event of Default") if such defaulting Party does not cure such failure within one hundred and twenty (120) days following receipt of written notice of default from the other Party; provided, however, that if the nature of the default is such that it cannot be cured within such one hundred and twenty (120) day period, the commencement of the cure within such one hundred and twenty (120) day period and the diligent prosecution to completion of the cure shall be deemed to be a cure within such period. Any notice of default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner, if any, in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any permit, map, certificate of occupancy, approval or entitlement with respect to the Project.

7.2 Remedies.

Upon the occurrence of an Event of Default, the non-defaulting Party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement or seek mandamus, specific performance, injunctive or declaratory relief, but not the right to damages, except to enforce payment obligations provided for under the terms of this Agreement. Notwithstanding the foregoing and except as otherwise provided in Section 8.4 hereof, if either Owner or City elects to terminate this Agreement as a result of the occurrence of an Event of Default, such proceeding of termination shall constitute such Party's exclusive and sole remedy, and with respect to such election.

7.3 Waiver: Remedies Cumulative.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future. All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver.

7.4 Effect of Termination.

Termination of this Agreement by one Party due to the other Party's default, or as a result of the exercise of the right of termination provided to the Owner under Section 7.2 hereof, shall not affect any right or duty emanating from any approvals, permits, certificates or other entitlements with respect to the Project Property or the Project which were issued, approved or provided by the City prior to the date of termination of this Agreement. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money, land or improvements conveyed to or received by the City prior to the date of termination of this Agreement, subject to any reimbursement obligations of the City. If Owner terminates this Agreement because of City's default, or as a result of the exercise of the right of termination provided to the Owner under Section 7.2 hereof, then Owner shall be entitled to all of the benefits arising out of, or approvals, permits, certificates or other entitlements on account of, any Exactions paid, given or dedicated to, or received by, City prior to the date of termination of this Agreement. Except as otherwise provided in this Section 7.4, all of the rights, duties and obligations of the Parties hereunder shall otherwise cease as of the date of the termination of this Agreement.

If this Agreement is terminated pursuant to any provision hereof, then the City shall, after such action takes effect, cause an appropriate notice of such action to be recorded in the official records of the County of Riverside. The cost of such recordation, shall be borne by the Party causing such action.

7.5 Third Party Actions.

Any court action or proceeding brought by any third party to challenge this Agreement or any permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Owner is a party defendant to or real party defendant in interest in such action or proceeding, shall constitute a permitted delay under Section 7.1.

8. Encumbrances on Property.

8.1 Discretion to Encumber.

The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Project Property or any portion thereof or any improvements thereon with any Mortgage or other security device securing financing with respect to the Project Property. The City acknowledges that the lenders providing such financing may require certain modifications to this Agreement, and the City agrees upon request, from time-to-time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification.

8.2 Mortgage Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

8.3 Mortgagee Not Obligated.

Notwithstanding the provisions of Section 8.1, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

8.4 Estoppel Certificates.

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified, or if so amended or modified, identifying such amendments or modifications, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees, assignees and lessees of the Owner and the holders of any Mortgage.

9. Transfers and Assignments: Effect of Agreement on Title.

9.1 Rights and Interests Appurtenant.

The rights and interests conveyed as provided herein to Owner benefit and are appurtenant to the Project Property. Owner has the right to sell, assign and transfer any and all of its rights and interests hereunder and to delegate and assign any and all of its duties and obligations hereunder. Such rights and interests hereunder may not be sold, transferred or assigned and such duties and obligations may not be delegated or assigned except in compliance with the following conditions:

(i) Said rights and interests may be sold, transferred or assigned only together with and as an incident of the sale, lease, transfer or assignment of the portions of the Project Property to which they relate, including any transfer or assignment pursuant to any foreclosure of a Mortgage or a deed in lieu of such foreclosure. Following any such sale, transfer or assignment of any of the rights and interests of Owner under this Agreement, the exercise, use and enjoyment thereof shall continue to be subject to the terms of this Agreement to the same extent as if the purchaser, transferee or assignee were Owner hereunder.

9.2 Covenants Run with Land.

(i) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, lessees, and all other persons acquiring any rights or interests in the Project Property, or any portion thereof, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(ii) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law;

(iii) Each covenant to do or refrain from doing some act on the Project Property hereunder (A) is for the benefit of and is a burden upon every portion of the Property, (B) runs with such lands, and (C) is binding upon each Party and each successive owner during its ownership of the Project Property or any portions thereof, and shall benefit each Party and its lands hereunder, and each such other person or entity succeeding to an interest in such lands.

10. **Notices.** Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the following addresses:

If to City:

City Clerk of the City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260

If to Owner:

Palm Desert University Gateway, LLC
30875 Date Palm Drive
Cathedral City, CA 92234
Attention: Mr. Ted Seldin

And to:

Lewis Brisbois Bisgaard & Smith LLP
78-075 Main Street, Suite 203
La Quinta, California 92253
Attention: Gregory R. Oleson Esq.

Either Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

11. Indemnification.

11.1 Owner's Obligation.

Owner will defend, indemnify and hold the City and its elected officials, officers, employees, agents and volunteers free and harmless from any loss, cost or liability (including, without limitation, liability arising from injury or damage to persons or property, including wrongful death and worker's compensation claims), which results from (i) any obligation of Owner which arises from the development of the Project Property, specifically excluding however Planning Areas 8 and 9, including, without limitation, obligations for the payment of money for material and labor; (ii) any failure on the part of Owner to take any action which it is required to take as provided in this Agreement; (iii) any action taken by Owner which it is prohibited from taking as provided in this Agreement and (iv) any claim which results from any willful or negligent act or omission of Owner. Anything contained herein notwithstanding, City shall be responsible for any loss, cost or liability (including, without limitation, liability arising from injury or damage to persons or property, including wrongful death and worker's compensation claims), which results from or is caused by City's own negligent acts or omissions or intentional conduct, and not caused to any extent by Owner's negligent acts or omissions or intentional conduct.

In the event of any administrative, legal or equitable action instituted by a third party challenging the validity of any provision of this Agreement, the procedures leading to its adoption, or the Project Approvals for the Project, Owner and City each shall have the right, in its sole discretion, to elect whether or not to defend such action. Owner shall defend, indemnify, and hold harmless the City (including its agents, officers and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to Owner's approval of counsel, which shall not be unreasonably denied, and at Owner's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify Owner and cooperate in the defense. Owner upon such notification shall deposit with City sufficient funds in the judgment of City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Owner shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Owner and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third party litigation of Project Approvals without Owner's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11.2 Environmental Assurances.

Both Parties agree to indemnify and hold the other Party and its elected officials, its officers, employees, agents and volunteers, as may be applicable, free and harmless from any liability deriving from the execution or performance of this Agreement, based or asserted upon any act or omission of either Party, its officers, agents, employees, contractors, subcontractors and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to hazardous or toxic materials, industrial hygiene, or environmental conditions created by the other Party or its officers, agents or employees, contractors, subcontractors and independent contractors after the Effective Date on or under the Project

Property, including, but not limited to soil and groundwater conditions, and each Party shall defend, at its expense, including attorneys fees, the other Party and its elected officials, employees, agents and volunteers, as applicable, in any action based or asserted upon any such alleged act or omission. Either Party may in its discretion participate in the defense of any such action. The provisions of this Section 11.2 shall survive the termination or expiration of this Agreement.

12. Miscellaneous.

12.1 Relationship of Parties.

The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and knowingly and voluntarily entered into by the City and Owner and that the Owner is an independent contractor and not an agent or partner of the City. The Parties further acknowledge that neither Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of Owner, the affairs of the City, or otherwise. City and Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the City and Owner joint venturers or partners. The only relationship between the City and Owner is that of a governmental entity regulating development and the owner of the Project Property and developer of the Project.

12.2 Consents.

Unless otherwise herein provided, whenever approval, consent, acceptance or satisfaction (collectively, a "Consent") is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Unless provision is otherwise specified in this Agreement or otherwise required by law for a specific time period, Consent shall be deemed given within thirty (30) days after receipt of the written request for Consent, and if a Party shall neither approve nor disapprove within such thirty (30) day period, or other time period as may be specified in this Agreement or otherwise required by law for Consent, that Party shall then be deemed to have given its consent. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. This Section does not apply to development approvals by the City.

12.3 Not a Public Dedication.

Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Project Property, or of the Project or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property.

12.4 Severability.

If any term, provision covenant or condition of this Agreement shall be determined invalid, void or unenforceable by judgment or court order, the remainder of this Agreement shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the relevant circumstances or would frustrate the purposes of this Agreement.

12.5 Exhibits.

Each reference to a Section or Exhibit in this Agreement shall mean the sections of this Agreement and the exhibits attached to this Agreement, unless the context requires otherwise. Each such exhibit is incorporated herein by this reference.

12.6 Entire Agreement.

This written Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto.

12.7 Governing Law; Construction of Agreement.

This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties hereunder. The captions preceding the text of each Section and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa.

12.8 Signature Pages.

The signatures of the Parties of this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

12.9 Time.

Time is of the essence of this Agreement and of each and every term and condition hereof.

12.10 Prevailing Party's Attorney's Fees and Costs.

If any Party to this Agreement shall fail to perform any of its obligations hereunder, or if a dispute arises with respect to the meaning or interpretation of any provision hereof or the performance of the obligations of any Party hereto, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall promptly pay any and all costs and expenses (including without limitation, all court costs and reasonable attorneys' fees and expenses) incurred by the other Party with respect to such dispute or in enforcing or establishing its rights hereunder.

12.11 Incorporation of Recitals.

The Recitals and all defined terms set forth herein are hereby incorporated into this Agreement as if fully and completely rewritten.

12.12 Third Party Beneficiaries.

This Agreement is made and entered into for the sole protection and benefit of Owner and the City and their successors-in-interest, heirs and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.

12.13 Interpretation.

This Agreement is the product of mutual negotiations and participation by both the City and Owner. For purposes of construing the meaning or effect of this Agreement, or any portion hereof, it shall be presumed this Agreement was drafted by both Parties and not as if it had been prepared by one Party or the other. Each Party to this Agreement specifically acknowledges that it had sufficient opportunity to review the Agreement, confer with its separate legal counsel regarding the meaning of this Agreement and any provision contained herein, and negotiate revisions to this Agreement. Each Party relies solely upon its own judgment and the advice of its counsel in interpreting the provisions of this Agreement and is not relying on any representation, interpretation, presumed assent, or implied agreement of the other Party which is not expressly contained in this Agreement. Accordingly, neither Party shall use or rely upon California Civil Code Section 1654 in order to interpret any uncertainty in the meaning of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above-written.

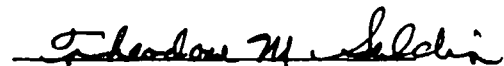
-signatures on following page-

OWNER:

Palm Desert University Gateway, LLC,
a Nebraska Limited Liability Company


by its Manager,

PD 80 Management, Inc.


By: Theodore M. Seldin, President

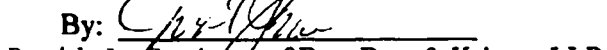
CITY:

CITY OF PALM DESERT, CALIFORNIA, a municipal corporation organized and existing
under the laws of the State of California

By: 
Susan Marie Weber, Mayor

Attest: 
Rachelle D. Klassen, City Clerk

Approved as to Form

By: 
David J. Erwin, of Best Best & Krieger LLP
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Nebraska)
County of ~~Riverside~~ Douglas)

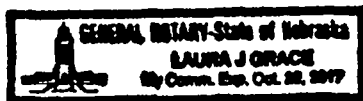
On June 30, 2015, before me, Laura J. Grace, a Notary Public, personally appeared Theodore M. Seldin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura Grace



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

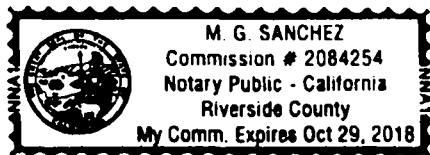
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On July 8, 2015 before me, M. G. Sanchez, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Susan Marie Weber
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement (Ord 1281) Document Date: July 8, 2015
 Number of Pages: _____ Signer(s) Other Than Named Above: Theodore M. Seldin

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>Susan Marie Weber</u>	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input checked="" type="checkbox"/> Other: <u>Mayor</u>	<input type="checkbox"/> Other: _____
Signer Is Representing: <u>City of Palm Desert</u>	Signer Is Representing: _____

Notary Seal

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Laura J Grace

Commission #

Date Commission Expires: Oct 22 2017

County where Bond is filed : Nebraska

Vendor :

Place of Execution: San Bernardino

Date: 7/17/15

Signature: 
A. Salters

EXHIBIT A
CITY PROPERTY

Parcels 1 through 7 of Parcel Map No. 36792, in the City of Palm Desert, County of Riverside, State of California, as shown by Map on file in Book 239, of Parcel Maps, pages 9 through 15, in the office of the County Recorder of said County.

EXHIBIT B
OWNER PROPERTY

Parcels 8 and 9 and A thorough E of Parcel Map No. 36792, in the City of Palm Desert, County of Riverside, State of California, as shown by Map on file in Book 239, of Parcel Maps, pages 9 through 15, in the office of the County Recorder of said County.

EXHIBIT C

intentionally Deleted

CITY OF PALM DESERT
STANDARD FORM
FAITHFUL PERFORMANCE BOND

NAME OF DEVELOPMENT: Millennium Palm Desert
NAME OF DEVELOPER: Palm Desert University Gateway, LLC
NAME OF SURETY: SureTec Insurance Company
EFFECTIVE DATE: January 20, 2023
AMOUNT OF BOND: \$1,137,582.00
BOND NUMBER: 4462741
PREMIUM: \$20,064.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on Line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 6 above, for the faithful performance of that certain IMPROVEMENT AGREEMENT between PRINCIPAL and CITY regarding the subdivision named on Line 1 above, as required by the provisions of the Subdivision Map Act and CITY ordinances, resolutions, rules, and regulations, for the payment of which sums

well and truly to be made, PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain IMPROVEMENT AGREEMENT between PRINCIPAL and CITY regarding the development named on Line 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said IMPROVEMENT AGREEMENT, then the obligation with respect to the faithful performance of said IMPROVEMENT AGREEMENT shall be void, otherwise to remain in full force and effect.

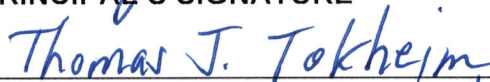
The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the IMPROVEMENT AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the IMPROVEMENT AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond,

SURETY shall pay CITY'S reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE



PRINT NAME *Managing Member*

Palm Desert University Gateway, LLC

TITLE & COMPANY NAME

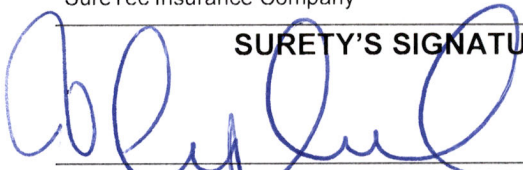
PRINCIPAL'S SIGNATURE

PRINT NAME

N/A

TITLE & COMPANY NAME

SureTec Insurance Company



SURETY'S SIGNATURE

Vanessa Copeland, 
SURETY'S SIGNATURE

(Notarial acknowledgment of execution by ALL PRINCIPALS and SURETY must be attached.

ACKNOWLEDGEMENT

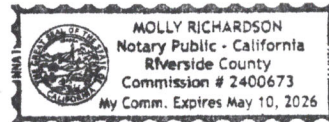
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of See Attached }

On JAN. 23, 2023, before me, MOLLY RICHARDSON, a
Notary Public, personally appeared THOMAS J. TOKHEIM,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE 1189**

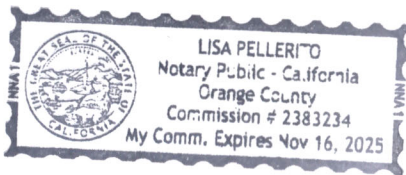
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On 11/20/23 before me, Lisa Pellerito, Notary Public,personally appeared Vanessa Copeland

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Vanessa Copeland

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Eric Lowey, Mark Richardson, Kevin Cathcart, Vanessa Copeland, Jennifer Grenrood, Natassia Smith,
Lisa Pellerito, Ellie Peck, Terah Lane

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

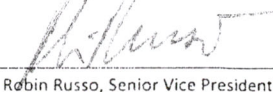
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 2nd day of December 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



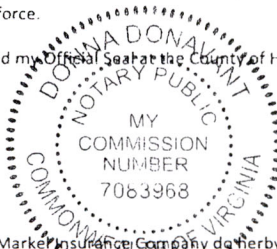
Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 2nd day of December 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

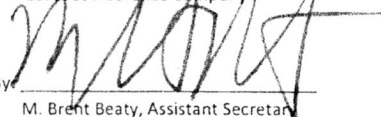


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

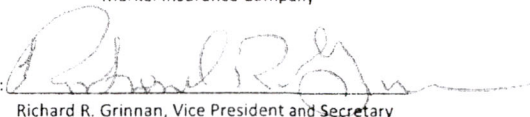
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of January, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

**CITY OF PALM DESERT
STANDARD FORM
PAYMENT BOND
(LABOR & MATERIALS)**

NAME OF PROJECT: Parcel Map 36792-Technology Drive-Grading & Street Imp.
NAME OF DEVELOPER: Palm Desert University Gateway, LLC
NAME OF SURETY: SureTec Insurance Company
EFFECTIVE DATE: January 20, 2023
AMOUNT OF BOND: \$1,137,582.00
BOND NUMBER: 4462741
PREMIUM: \$20,064.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on Line 2 of Page 1 hereof without regard to gender and number, hereinafter referred to as PRINCIPAL; and the corporation named on Line 3 of Page 1 hereof, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Section 6 to 13 thereof in the aggregate amounts hereof, hereinafter referred to as SURETY; are jointly and severally held and firmly bound unto and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used, in, upon, for or about the performance of the work contracted to be executed or performed under the terms of that certain IMPROVEMENT AGREEMENT hereinafter mentioned and all persons, companies or corporations

renting or hiring teams or implements, or machinery, for contributing to said work to be done, all persons who performed work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by PRINCIPAL in the just and full sum mentioned on Line 5 of Page 1 hereof for the payment whereof, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas the above-bounden PRINCIPAL has entered into an IMPROVEMENT AGREEMENT with the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, for the construction of public improvements in the project named on Line 1 of Page 1 hereof, which said IMPROVEMENT AGREEMENT is by this reference incorporated herein:

NOW, THEREFORE, if the above-bounden PRINCIPAL, contractor, person, company or corporation, or his or its subcontractor, or subcontractors, fails to pay for any materials, provisions, provender, or the supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work for labor, SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought on this bond, a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said

attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.


This bond is executed and filed to comply with the provisions of all applicable CITY ordinances, resolutions, rules and regulations supplemental thereto; and all amendments thereto; and shall inure to the benefit of any and all materialmen, persons, companies or corporations entitled to file claims under and by virtue of the provisions thereof.

IN WITNESS WHEREOF, PRINCIPAL AND SURETY have executed this instrument the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE

PRINCIPAL'S SIGNATURE



PRINT NAME

PRINT NAME


Palm Desert University Gateway, LLC

N/A

TITLE & COMPANY NAME

TITLE & COMPANY NAME

SureTec Insurance Company



SURETY'S SIGNATURE

SURETY'S SIGNATURE Vanessa Copeland, Attorney-in-Fact

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

APPROVED AS TO FORM:



for ROBERT W. HARGREAVES, CITY ATTORNEY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

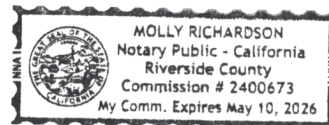
State of California
County of Riverside

On JAN. 23, 2023 before me, Molly Richardson, Notary Public
(insert name and title of the officer)

personally appeared THOMAS J. TOKHEIM,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

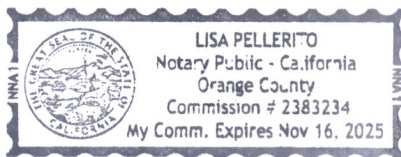
County of Orange)

On 1/20/23 before me, Lisa Pellerito, Notary Public,

personally appeared Vanessa Copeland

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Lisa Pellerito
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Eric Lowey, Mark Richardson, Kevin Cathcart, Vanessa Copeland, Jennifer Grenrood, Natassia Smith,
Lisa Pellerito, Ellie Peck, Terah Lane

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 2nd day of December 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

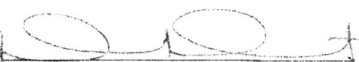
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 2nd day of December 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.




By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of January, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary



Cash Register Receipt

City of Palm Desert

Receipt Number
R52881

DESCRIPTION	ACCOUNT	QTY	PAID
PermitTRAK			\$38,313.69
RG22-0008 Address: APN: 694190087			\$38,313.69
PM10 DEPOSIT	GL-6100000-2283900	1	\$29,940.00
PUBLIC WORKS			\$8,373.69
APPLICATION PROCESSING	GL-1100000-3221200	0	\$279.00
ROUGH GRADING INSPECTION	GL-1100000-3411200	0	\$7,299.69
SWPPP INSPECTION	GL-1100000-3411200	0	\$318.00
PM10 INSPECTION	GL-1100000-3411200	0	\$477.00
TOTAL FEES PAID BY RECEIPT: R52881			\$38,313.69

Date Paid: Thursday, December 29, 2022

Paid By: APOGEE

Cashier: TFW

Pay Method: CHECK 1263

**IMPROVEMENT AGREEMENT
MAINTENANCE (WARRANTY) BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Palm Desert, California ("City"), and Palm Desert University Gateway, LLC ("Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements for Parcel/Tract Map No. 36792 – Millennium Apartments ("Public Improvements") and to guarantee and warrant the work for a period of one year following its completion and acceptance; and

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements in 31490-1 dated February 2, 2023 ("Improvement Agreement"); and

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required under the terms of the Improvement Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Improvement Agreement.

NOW, THEREFORE, Principal and SureTec Insurance Company a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California ("Surety"), are held and firmly bound unto the City in the penal sum of One Hundred Thirteen Thousand Seven Hundred Fifty Eight & 20/100 (\$113,758.20) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Should Principal fail to promptly repair and replace defects required to be done by Principal within the time allowed by City, City may, at its option, cause all required work to be done and Principal and/or Surety will be firmly bound for the payment of all necessary costs therefor. In case of emergency, where in the sole opinion of City, delay could cause serious loss or damage, repairs may be made without notice being sent to City, and the expense in connection therewith shall be charged to Principal, and Surety shall be liable for the cost thereof.

The condition of this obligation is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against City or any person employed by City.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of May, 2025.

(Corporate Seal)

Palm Desert University Gateway, LLC

Principal By: 8405 MANAGEMENT, INC., its manager

By [Signature]

Title President

(Corporate Seal)

SureTec Insurance Company

Surety

By [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Terah Lane, Attorney-In-Fact

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ N/A.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

SureTec Insurance Company

2103 CityWest Blvd., Suite 1300

Houston, TX 77042

(Name and Address of Agent or Representative for service of process in California, if different from above)

Alliant Insurance Services, Inc.

18100 Von Karman Avenue, 10th Floor

Irvine, CA 92612

(Telephone number of Surety and Agent or Representative for service of process in California)

Surety: (713) 812-0800 / Agent: (714) 546-5100

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS
COUNTY OF COOK

On MAY 29, 2025, before me, MARK PLANDOWSKI, Notary Public, personally appeared YUNATAN DOTAN, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☒ Corporate Officer

PRESIDENT

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

5405 MANAGEMENT, INC., the manager of
PAUM DORSET UNIVERSITY GARDEN, LLC

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SEE ATTACHED NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
- ☐ Partner(s) ☐ Limited
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact for Surety. The Power-of Attorney to local representatives of the bonding company must also be attached.

Acknowledgment

State of Iowa

County of Black Hawk

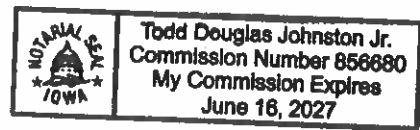
This instrument was acknowledged before me

on 5/21/2025,
date

by Terah Lane,
Name(s) of Person(s)

TJ
Signature of Notary Public

Notary Public
Title (or Rank of Military Personnel)



Todd Douglas Johnston Jr.
Iowa Notarial Seal

Commission Number: 856680

My Commission Expires: 06/16/2027

My commission expires June 16, 2027

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kim Luu, Michael Parizino, Rachelle Rheault, James A. Schaller, Maria Guise, Heather Saltarelli, Leigh McDonough,
Mark Richardson, Kevin Cathcart, Terah Lane, Jessica Alvarado, Harrison Yoshioka

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

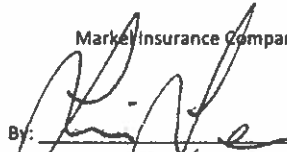
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 2nd day of October, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



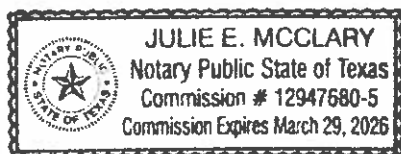
Markel Insurance Company

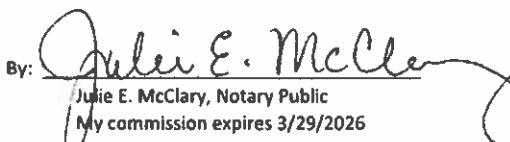
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 2nd day of October, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of May, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

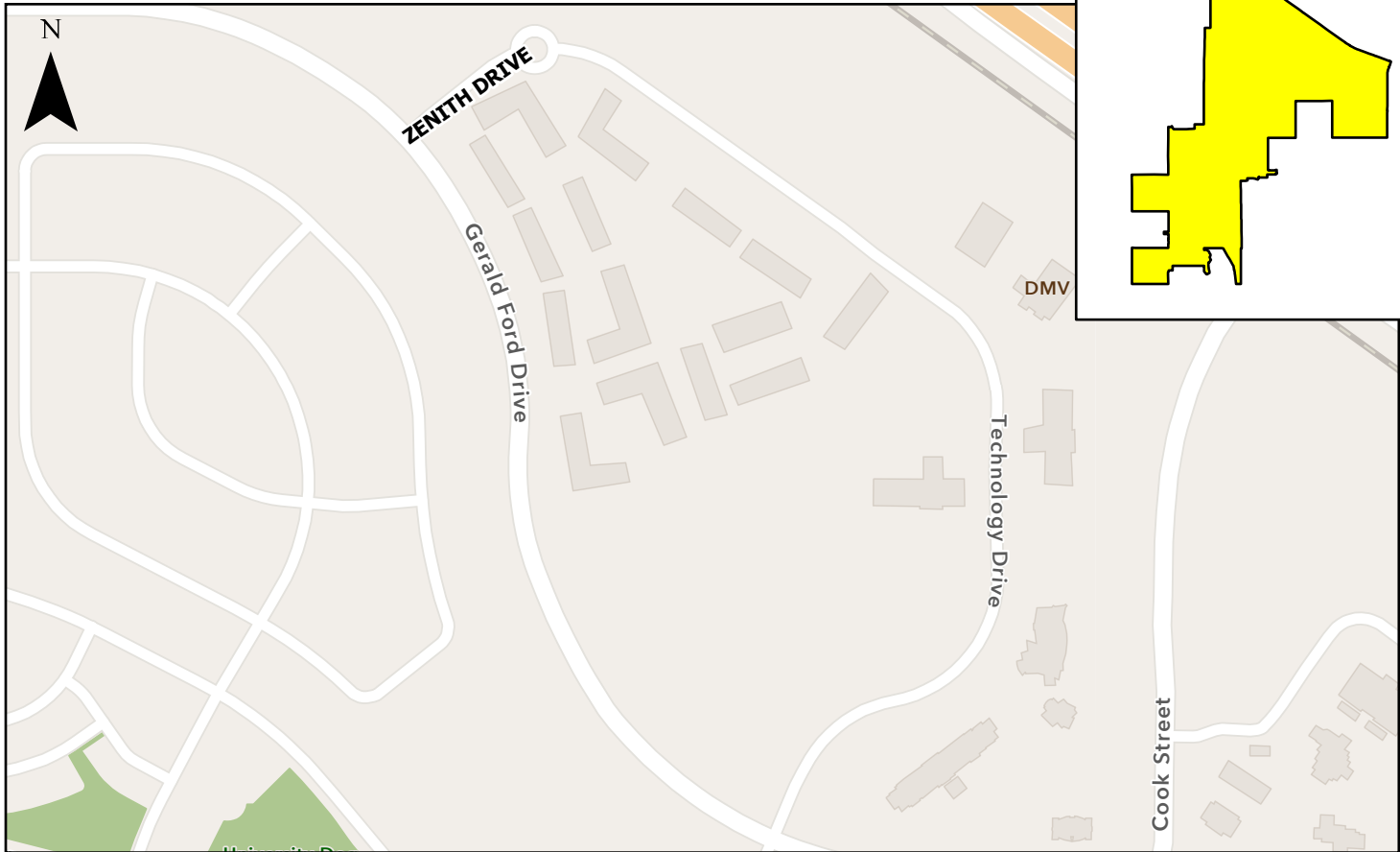
Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 610761
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.



Vicinity Map



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RELEASE PARTICULATE MATTER (PM10) BONDS FOR COMPLETED PROJECTS

RECOMMENDATION:

Release the following PM 10 Bonds:

1. Starwood Vacation Ownership Inc in the amount of \$22,270
2. Villa Portofino phase 29 (PG21-0013) in the amount of \$1,420
3. Villa Portofino phase 32 (PG21-0015) in the amount of \$1,420
4. Chick-Fil-A (PG19-0029) in the amount of \$740
5. Hovley Gardens (PG21-0018) in the amount of \$3,980
6. Villa Portofino phase 25 (PG21-0011) in the amount of \$1,420
7. Villa Portofino phase 1 (PG21-0026) in the amount of \$2,560
8. Single Family Grading 143 Tepin Way (SFGR22-0005) in the amount of \$1,360
9. Mechanics Bank (PG22-0040) in the amount of \$820
10. Heartbeat at 22 (PG22-0037) in the amount of \$1,440
11. Carmax Auto Superstore (PG23-0010) in the amount of \$3,220
12. Palms to Pines Plaza West (PG23-0001) in the amount of \$460
13. Single Family Grading 49981 Canyon View Dr (SFGR23-0002) in the amount of \$980

BACKGROUND/ANALYSIS:

The Palm Desert Municipal Code Chapter 24.12 establishes minimum requirements for demolition activities and other land uses to reduce fugitive dust and particulate matter (PM10) emissions. A fugitive dust PM10 mitigation plan is approved prior to land alteration and mitigation measures are implemented throughout the construction phase.

The Palm Desert Municipal Code Section 24.12.070 requires a bond (or equivalent form approved by the city including a cash deposit) sufficient to completely stabilize all disturbed areas if the operator fails to adequately control dust or abandons the site in lieu of mitigating fugitive dust problems; and shall be easily accessible to the city to initiate stabilization measures without a significant delay. PM10 bonds were received prior to a grading permit. The Public Works Inspectors monitor and inspect the project to ensure there is compliance throughout the project.

During our municipal code review, staff and the city's legal counsel have determined that City Council approval is required for the release of PM10 bonds. The City Council has approved the release of improvement and grading bonds for the listed projects. Moving forward with current projects, PM10 bonds will be released concurrently with the improvement and grading bonds.

City of Palm Desert

Release of PM10 Bonds for Completed Projects

The release of a PM10 bond is eligible at the time of the completion of the project where no disturbed areas remain. The following projects have an approved final public work inspection, and no further fugitive dust PM10 mitigation is required, therefore staff recommends approval.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The amounts listed below are currently being held in trust by the City and upon approval, refund checks will be issued. There is no fiscal impact to the General Fund with this action.

<i>Project</i>	<i>Date Received</i>	<i>Amount</i>	<i>Surety Type</i>	<i>Final PW Inspection Date</i>
<i>Starwood Vacation Ownership</i>	01/02/2008	\$22,270	TD 4560	6/3/2011
<i>Villa Portofino phase 29</i>	7/15/2021	\$1,420	Check 3044	3/18/2022
<i>Villa Portofino phase 32</i>	7/20/2021	\$1,420	Check 3049	6/9/2022
<i>Chick-Fil-A</i>	9/22/2021	\$740	Credit Card	6/21/2022
<i>Hovley Gardens</i>	12/16/2021	\$3,980	Check 56579	8/29/2024
<i>Villa Portofino phase 25</i>	2/16/2022	\$1,420	Check 3346	2/13/2023
<i>Villa Portofino phase 1</i>	4/15/2022	\$2,560	Check 3498	11/13/2023
<i>143 Tepin Way</i>	8/9/2022	\$1,360	Check 12945	1/10/2025
<i>Mechanics Bank</i>	3/23/2023	\$820	Check 29463	3/19/2024
<i>Heartbeat at 22</i>	2/22/2023	\$1,1440	Check 233	4/15/2024
<i>Carmax Auto Superstore</i>	4/12/2023	\$3,220	Check 9415782	2/11/2025
<i>Palms to Pines Plaza west</i>	5/01/2023	\$460	Credit Card	9/11/2023
<i>49981 Canyon View Dr</i>	6/8/2023	\$980	Credi Card	3/20/2025

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Randy Chavez, Director of Public Works
Bertha A. Escobedo, Business Operations Manager

SUBJECT: ADOPT POLICIES FOR THE FLEET MANAGEMENT AND REPLACEMENT
SCHEDULE AND AUTHORIZE APPROPRIATION AND THE PURCHASE
OF SIX HYBRID VEHICLES

RECOMMENDATION:

1. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY REGARDING FLEET MANAGEMENT."
2. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FLEET REPLACEMENT SCHEDULE."
3. Reject all bids received under OpenGov for Fleet Vehicles: Six 2025 Plug-In Hybrid 4-Door Vehicles.
4. Authorize the purchase of six 2025 Plug-In Hybrid 4-Door Vehicles through a Cooperative Purchasing Agreement from National Auto Fleet Group, from Watsonville, California, in the amount of \$236,350.44, plus \$10,000 in contingency for unforeseen items.
5. Appropriate \$500,000 from unobligated Equipment Replacement Fund Balance to Account No. 5304310-440300.
6. Appropriate \$2,681,980 from General Fund Balance Committed Equipment Replacement Reserve (\$2,967,611) allocation and transfer out/in to Equipment Replacement Fund Capital Auto/Fleet Vehicles Account No. 5304310-4403000.
7. Authorize the City Manager to reallocate equipment, timing, and annual estimated costs to achieve economies of scale and/or proactively purchase available inventory.
8. Authorize the City Attorney to make necessary non-monetary changes to the agreement(s)
9. Authorize the City Manager to execute the agreement(s) and any other documents necessary to effectuate this action.

BACKGROUND/ANALYSIS:

Existing Fleet Vehicles:

Fleet management refers to the coordinated oversight of a municipality's vehicles to ensure they are available, reliable, and suitable for the tasks required by each department. This includes vehicle procurement, maintenance, assignment, utilization tracking, and eventual replacement. A well-managed fleet supports operational efficiency, cost control, and service delivery across the organization.

The City's active fleet currently consists of 61 vehicles used to support daily municipal operations such as public works, code enforcement, inspections, and administrative duties. Of these, 31 vehicles are leased through Enterprise Fleet Management, and 30 are City-owned assets. The

fleet includes a mix of trucks, sedans, SUVs, and vans assigned to specific departments based on operational needs.

Most of the current fleet was procured in Fiscal Year 2018-19 during a consolidated procurement and leasing transition, which standardized the City's vehicle inventory and shaped its current structure. All 31 leased vehicles were acquired during this period. While the approach streamlined acquisition and improved consistency across departments, reliance on a single procurement year created a compressed replacement window that may pose operational and budgetary challenges over time.

Fleet Management Policy (Attachment 1):

The Study recommended the adoption of a formal Fleet Management Policy (Policy) and replace the 2010 Fleet Management Policy, to ensure a consistent approach to managing the City's vehicle inventory over time. In response, the City has developed a Policy that outlines procedures for vehicle acquisition, assignment, replacement, and retirement. The Policy will establish standard replacement guidelines based on vehicle class, mileage, and service life, supplemented by condition-based assessments and metrics to inform decision-making. It will also clarify departmental responsibilities for tracking vehicle usage, reporting maintenance needs, and participating in replacement planning. Formalizing the Policy improves operational coordination, supports long-range capital planning, enhances budget forecasting, and ensures vehicle decisions align with service needs and regulatory requirements. The Policy is attached to a resolution presented for adoption. If adopted, Policy No. PW-002 will serve as the foundational administrative policy governing fleet operations, with subsequent procedures—such as the Fleet Replacement Schedule—issued in alignment with its provisions.

Fleet Replacement Schedule (Attachment 2):

A Fleet Replacement Schedule (Schedule) is a long-range scheduling tool used by municipalities to systematically plan for the timely replacement of vehicles based on operational needs, lifecycle performance, and cost-effectiveness. A Schedule helps avoid budget spikes by spreading capital costs over multiple years and ensures that aging vehicles are retired before reliability, safety, or maintenance concerns impact service delivery. It also provides a structured framework for aligning vehicle replacements with evolving regulatory requirements.

As part of the Study, the City's consultant recommended implementing a phased Schedule to transition away from the current single-year acquisition model and phase out of the vehicle lease program. In response, the Schedule was developed based on vehicle condition, age, mileage, utilization, and department input. The Schedule includes both leased and City-owned vehicles and allows flexibility to adjust timelines based on operational needs and available funding. The total estimated cost of implementing the Schedule primarily over a five-year period is \$3,326,000, which includes \$246,350.44 for the initial purchase of the six carpool vehicles that under Action 4 of this report.

By adopting the Schedule, the City will improve budget predictability, extend the useful life of its fleet through timely replacements, and reduce overall lifecycle costs. The Schedule also supports ongoing compliance with regulatory requirements and aligns with industry standards/best practices for public fleet management. The Schedule is included in the resolution

presented for adoption and will be formalized as Administrative Procedure No. PW-002A under the City's Fleet Management Policy.

Fleet Vehicle Study (Attachment 3):

To support the long-term sustainability, safety, and efficiency of its fleet operations, in January 2024, the City retained Matrix Consulting Group under Contract No. A47220 to conduct a comprehensive Fleet Vehicle Study (Study) that was completed in November 2024. The Study evaluated all 61 active vehicles, reviewing their condition, utilization, departmental assignment, maintenance history, City procurement practices, and lease-versus-own strategies. It also assessed internal fleet policies to identify opportunities for improvement and alignment with industry standards/best practices.

In December of 2024, Amendment No. 1 to the Matrix contract in the amount of \$81,080 was approved to extend the fleet management support services through December 31, 2025, and include support services for the implementation of the new Electric Vehicle Charging Stations. Monthly support tasks include tracking maintenance, reviewing filings, and managing vehicle specifications. Annual tasks address vehicle replacement planning, utilization reviews, and compliance with California Air Resources Board (CARB) guidelines.

Fleet Vehicle Acquisition (Attachment 4):

As part of the Fiscal Year 2024-25 budget, the City Council allocated funding to begin replacing the carpool fleet with electric vehicles. The directive was established prior to the development of the Study and reflects the City's broader goals of reducing emissions and modernizing its vehicle operations. To implement this directive, the procurement was advertised via the City's bid portal, OpenGov (Project ID No. 2025-IFB-174), and one bid was received electronically by April 17, 2025. ***The bid was from Envision DTE FD Auto LLC, from Duarte, California, in the amount of \$252,110.***

Concurrently, staff obtained pricing through Sourcwell, a cooperative purchasing program and public agency. The Sourcwell quote totaled \$236,350.44, providing lower pricing than the formal bid. Based on this comparison, staff recommends rejecting all bids received through the City's formal bid process. Pursuant to PDMC Section 3.30.160(E), staff recommends proceeding with the acquisition of the six carpool vehicles through Sourcwell at the established amount, and include a \$10,000 contingency for unforeseen items, for a total request of \$246,350.44.

Conclusion:

To strengthen the City of Palm Desert's fleet operations, a comprehensive study analyzed existing practices and recommended long-term strategies. Based on the study's recommendations, staff proposes adopting two interrelated policies: the Fleet Management Policy (Policy No. PW-002), which provides a structured framework for citywide fleet oversight, and the Fleet Replacement Schedule (Policy No. PW-002A), which formalizes a phased approach to vehicle replacement. Staff will return with additional policies as suggested by the Study and to implement best practices. Concurrently, staff evaluated procurement options for carpool vehicles budgeted in Fiscal Year 2024-25. As such, this report recommends rejecting all formal bids for six vehicles and proceeding with the purchase of six plug-in hybrid vehicles through a cooperative purchasing program.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The approved Capital Improvements Project (CIP) List for Fiscal Year 2024-25 includes \$250,000 for the acquisition of hybrid carpool vehicles and \$300,000 in the proposed FY 2025-26 CIP List for Fleet Replacement. Implementation of the 5-Year Vehicle Replacement Schedule requires approximately \$3,326,000 in total; however, this includes the purchase of the six carpool vehicles. The Equipment Replacement Fund has unobligated cash in the amount of \$500,000 that can be used toward the fleet plan. The General Fund Committed Equipment Replacement Reserve has a current allocation of \$2,967,611. In order to achieve economy of scales, staff requests an appropriation and transfer of \$2.7 million from the General Fund Equipment Reserve to the Equipment Replacement Fund 5304310-4400300.

A balance of \$267,611 will be left in the reserve for equipment and the required amount will be replenished per the policy, from uncommitted General Fund balance.

The following table illustrates the budget and costs of the fleet replacement schedule for the next five years. By approving the full amount, staff can bundle fleet procurement requests to realize economy of scale savings. It also provides flexibility to purchase vehicles based on availability and potential savings.

<i>Description</i>	<i>Action</i>	<i>Budget</i>	<i>Expenses</i>	<i>Balance</i>
5304310-4403000	FY 2024/25	\$250,000		
5304310-4400300	FY 2025/26	\$300,000		
A47220 Matrix Consulting	03/04/2024		\$64,900.00	
A47220 -Amend #1	12/09/2024		\$81,080.00	
*Six Hybrid Carpools	06/26/2025		\$236,350	
*Contingency	06/26/2025		\$10,000.00	
*5-year Replacement	06/26/2025		\$3,089,650	
*Appropriation from Equip Cash		\$500,000		
*Appropriation from Equip Reserve	06/26/2025	\$2,700,000		
Skid Loader Equipment	Pending		\$250,000	
Totals		\$3,750,000	\$3,731,980	\$18,020

***Current requests**

The fund balance and unused contingency amount will be reallocated to other equipment orders, as needed.

ATTACHMENTS:

1. Fleet Vehicle Study
2. Resolution (Fleet Management)
3. Resolution (Fleet Replacement Schedule)
4. Vehicle Purchase Quote

Fleet Vehicle Study

PALM DESERT, CA

November 7, 2024



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1. Executive Summary

Matrix Consulting Group was engaged to conduct a fleet and electrification study for the City of Palm Desert. This study reviews the existing fleet and makes recommendations regarding the future management of the fleet.

Key areas of focus include the composition of the fleet to efficiently meet the operational needs of the City, compliance with applicable regulations regarding zero-emissions vehicles, the respective value of leasing and purchasing, the adoption of cost-effective replacement cycles, and the maintenance and staffing resources needed to support the fleet.

1.1 Study Overview

The study entailed a series of analytical tasks, each of which contributed to answering the key questions and developing recommendations. These included:

1. The project team collected data on the City's fleet and conducted interviews with staff to develop a deep understanding of the organization and its operations. Based on this, a descriptive profile was created summarizing the existing fleet composition, the City's fleet facilities, budget, organizational structure, staffing, policies, and technology resources.
2. The project team interviewed points of contact within each department and division of the City, learning about the daily use of their fleet assets, their fit for their assigned function, and the City's intended disposition of the asset. Odometer readings and GeoTab GIS data were collected. Based on this, recommendations for the future state composition of the fleet were developed. These recommendations included eliminating some underused vehicles and changing others to classifications that are more standardized or better suited to the specific needs of the City.
3. The project team reviewed the relevant regulatory requirements regarding zero-emission vehicle (ZEV) adoption and electrification. Based on the timeframes from these regulations and the appropriate replacement lifecycles for each unit, specific timelines and powertrains for the replacement of each fleet asset were recommended.
4. The project team analyzed the costs of leasing and purchasing. This included a comparison of the annualized total cost of ownership (TCO) for each option, as well as non-cost factors such as management responsibility and the impact of ZEV

adoption. Fleet replacement recommendations were developed to align with the optimal fleet leasing/ownership approach.

5. The project team created a detailed fleet replacement plan for each individual vehicle and each recommended classification. This plan aligns with the requirements of the City's operational needs, cost-efficient replacement lifecycles, regulatory requirements for ZEV adoption, and lease agreement timelines.
6. The project team recommended an approach to maintenance and staffing for supporting the fleet. This includes preventive maintenance tasks and schedules which can be tracked in the City's fleet management software, and job roles and responsibilities for a position overseeing the fleet.

The study's analysis and recommendations provide a roadmap for the City as it navigates the end of many of the current leases, the regulatory environment related to ZEV adoption and electrification, and the adoption of fleet management software and maintenance planning.

1.2 Summary of Key Findings and Recommendations

While each of the sections of this report discusses our findings in more detail, the following bullets summarize the answers to the key questions in the study in the form of findings and recommendations.

- **Fleet Composition:** The fleet can be right-sized by eliminating three units or scheduling them for non-replacement. The City's future fleet will also include fewer classifications in order to standardize assets, more zero-emissions vehicles, and more four-wheel drive units.
- **Regulatory Compliance:** The City's focus for compliance will primarily be on the Advanced Clean Fleets (ACF) rule, which applies to medium- and heavy-duty assets. The "milestone" approach will require the addition of two ZEV models in this category by 2026, two additional units by 2029, and more ZEV vehicles in subsequent years. The City is free to use light-duty vehicles in any powertrain, but manufacturers are likely to increasingly emphasize ZEV units in this category due to the Advanced Clean Cars (ACC) rule.
- **Leasing and Ownership:** The City should adopt an ownership strategy instead of leasing, saving about \$50,000 per year. The City should purchase most of its leased units from Enterprise this year, terminate leases where purchasing a replacement immediately is appropriate, and extend two leases to 2026 in preparation for their replacements.

- **Staffing:** The City should hire a Fleet Coordinator position to manage the fleet. This position would be responsible for vehicle acquisition and disposal, managing vendor contracts for maintenance and repairs, and managing the City's fleet management software.
- **Maintenance:** The City should enter into a contract for preventive maintenance on the fleet and additional contracts for repairs and specialized fleet work. These contracts may be with other government agencies such as a nearby city or the County of Riverside, or with a private vendor such as a fleet management company. The City should use the provided preventive maintenance schedules to plan and monitor contracted maintenance and repairs.
- **Fleet Management:** The City should adopt a number of fleet management policies and practices such as a utilization policy, a multi-year replacement plan, a department charge-back methodology, and a specifications development process. The use of Cartegraph and other data sources will be essential for maintenance management, generating reports, and strategic decision-making.

The background and rationale for each of these recommendations is provided in the following chapters.

1.3 Implementation Note

The analysis and recommendations in this report have been developed over the course of the study, which concluded at the end of October 2024. Likewise, the implementation guidance in this document is applicable to the conditions and circumstances of that time period. The City's approach to implementation will necessarily change, however, as conditions and circumstances fluctuate.

The replacement plan should be viewed flexibly. As additional staff are added to the City's roster, State regulations change, or vehicles become inoperable unexpectedly due to collisions or breakdowns, the vehicle replacement plan will change. When adjusting the replacement plan, the City should always consider the impact to cost of asset ownership and CARB regulations.

Early replacements of light-duty zero-emissions vehicles can be undertaken with minimal impact. Additions of medium- and heavy-duty (ACF) vehicles should be approached more cautiously to ensure ongoing compliance with the advanced clean fleets (ACF) rule.

2. Fleet Overview

This chapter provides a fleet overview that summarizes the current organization and operations of the City's fleet, as well as existing asset inventory, facilities, budget, technology use, and relevant policies. This overview section does not attempt to include every organizational and operational facet related to the fleet. Instead, it provides a summary profile that can be used as a starting point to show how specific recommendations will impact the organization's approach – whether in organizational structure, operational practices, or in the makeup and management of the fleet.

2.1 Fleet Overview

The fleet function in Palm Desert is part of the Public Works Department. The Streets and Fleet Supervisor oversees streets work and the City's fleet.

The fleet consists of 61 active vehicles and equipment pieces including 32 light-duty pickups, ten medium-duty trucks of various configurations, and nine sedans and SUVs. Half of the fleet, including the majority of light-duty vehicles, is leased.

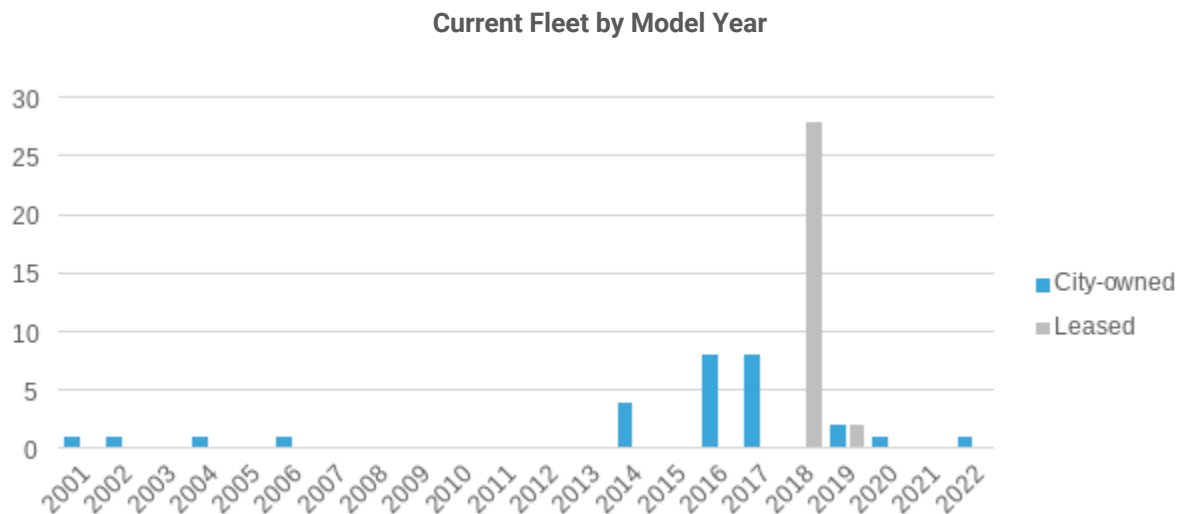
The following table provides a total count and average age in years – as of June 2024 – for each vehicle classification.

Current Fleet Inventory

Classification	Count	Avg. Age
City-owned	30	9.3
Cart/ATV	3	22
Sedan	1	8
Truck HD Dump	1	5
Truck HD Tank	1	5
Truck LD .5 Ton	12	9.3
Truck LD Compact	2	7
Truck MD 1 Ton	5	10
Truck MD 1 Ton Dump	1	8
Truck MD Class 4 Paint	1	2
Truck MD Class 5	1	23
Truck MD Class 5 Aerial	2	5.5

Classification	Count	Avg. Age
Leased	31	5.9
Sedan	5	5.6
SUV Small	3	6
Truck LD .5 Ton	18	6
Truck MD 1 Ton	3	6
Truck MD 1 Ton Dump	1	6
Truck MD Class 5	1	-
Grand Total	61	8.5

The next graph demonstrates the number of assets in the active fleet by model year, separating city-owned from leased units. It shows that starting in 2018, the majority of the City's fleet acquisitions are leased units.



The fleet is used for a variety of functions, with Public Works being the largest user. The following table shows the count of each classification type along with average annual utilization in miles.

Current Fleet by Utilization

Classification	Count	Avg. Utilization
Cart/ATV	3	N/A
Sedan	6	2,834
SUV Small	3	2,732
Truck HD Dump	1	1,460
Truck HD Tank	1	1,834
Truck LD .5 Ton	30	4,849

Classification	Count	Avg. Utilization
Truck LD Compact	2	7,034
Truck MD 1 Ton	8	6,643
Truck MD 1 Ton Dump	2	4,043
Truck MD Class 4 Paint	1	N/A
Truck MD Class 5	2	N/A
Truck MD Class 5 Aerial	2	8,855
Total	61	4,854

Most of the fleet assets are fueled by unleaded gasoline, but a few units are electric or diesel-powered. The following table shows a count of the current fleet by fuel type, for those available.

Current Fleet by Fuel Type

Fuel Type	Count	Percentage
Diesel	3	4.84%
Electric	3	4.84%
Gas	55	88.71%
Multiple	1	1.61%

Most preventive maintenance and repair work is outsourced to private vendors; only very minor tasks such as wiper blade replacement are handled by maintenance workers.

2.2 Facilities

Palm Desert has a maintenance shop at the corporation yard at 74705 42nd Ave, a building which is about 25 years old. The facility has space for three heavy-duty work bays, but the facility has not been built out or equipped for work because the City outsources maintenance and repairs. It has no lifts or tools and is only used to store some fluids and oil. The building also has four offices and an exterior car wash bay, which was built after the original building.

The site has a dispenser for unleaded fuel with a 2,000-gallon tank, and a dispenser for diesel fuel with a 1,000-gallon tank.

The corporation yard operates on a 9-80 schedule. Staff work from 5 a.m. to 2:30 p.m. Monday through Thursday. Fridays are from 5:30 a.m. to 2 p.m. with every other Friday off.

Palm Desert Corporation Yard – Aerial View



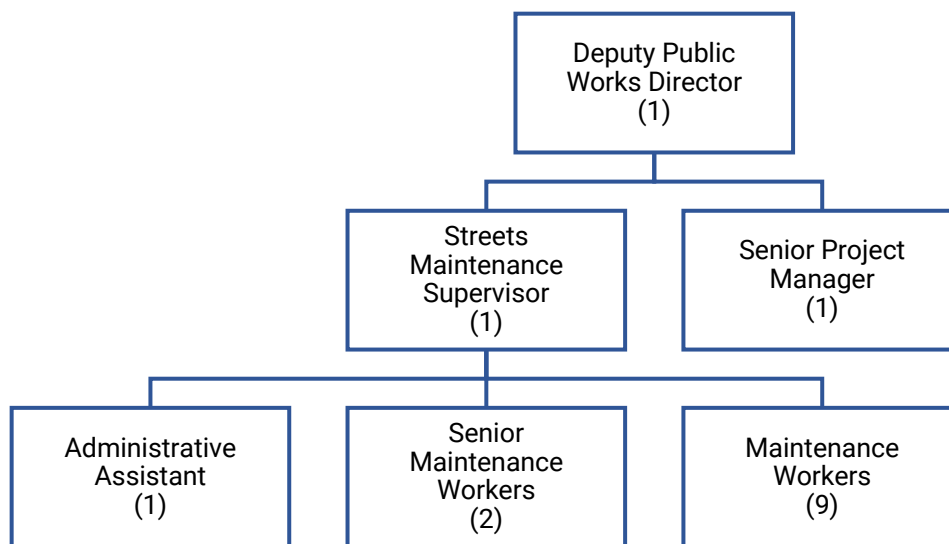
2.3 Budget

The fleet budget is managed as part of the general fund with each department making annual requests for vehicle replacements. Annual lease payments have constituted the largest annual expenditure in recent years. The budget for the current fiscal year shows \$1.56 million in planned equipment purchases as well as an increase in expected maintenance costs.

	FY21-22 Actual	FY22-23 Actual	FY23-24 Budget
Operations	\$302,415	\$318,788	\$409,083
Fuel	\$135,102	\$133,134	\$137,500
Maintenance	\$167,314	\$185,654	\$240,000
Fuel Management System	-	\$0	\$31,583
Capital	\$249,280	\$232,777	\$1,775,052
Equipment Purchases 4403000	\$6,250	-	\$1,356,111
Equipment Purchases 4404500	-	-	\$200,000
Annual Lease Payments (Enterprise)	\$243,030	\$232,777	\$218,941
Total	\$551,695	\$551,565	\$2,184,135

2.4 Organization

The following organizational chart shows the current structure of the fleet organization in Palm Desert. The oversight of fleet operations falls to the Streets Maintenance Supervisor who reports to a Deputy Director of Public Works. The two Senior Maintenance Workers and nine maintenance workers primarily focus on streets work with periodic fleet-specific tasks. An Administrative Assistant provides administrative support for the fleet as part of their other duties, and some fleet management and oversight responsibilities fall to a Senior Project Manager who reports to the Deputy Director of Public Works. Each staff member has a role in fleet management as a small fraction of their overall workload, but none are assigned fully to manage the fleet.



2.5 Job Descriptions

The next table shows a summary of the key roles and responsibilities of each position. It is important to note that the maintenance workers are not mechanics and perform little work on vehicles.

Position Title	Key Roles and Responsibilities
Streets Maintenance Supervisor	<ul style="list-style-type: none"> • Plan, organize, and supervise the maintenance, repair, and construction of city streets, fleet vehicles, and other infrastructure; ensure compliance with safety standards and operational guidelines. • Monitor and evaluate staff performance, provide training, and manage resources and equipment necessary for street maintenance activities. • Oversee the preparation of reports, manage budgets, and participate in the bidding and procurement processes for maintenance projects and materials. • Coordinate with other city departments, contractors, and external agencies to ensure effective execution of street maintenance operations and respond to public inquiries or emergencies as needed.
Senior Maintenance Worker	<ul style="list-style-type: none"> • All duties of Maintenance Worker. • Oversee teams of Maintenance Workers, ensure work is done to satisfactory standards, report to the Supervisor and assist
Maintenance Worker	<ul style="list-style-type: none"> • Operate city vehicles safely and responsibly, and take vehicles to vendors and dealerships for preventive maintenance and repairs. • Perform maintenance and repair tasks on city streets, sidewalks, and related infrastructure. • Operate and maintain a variety of tools and heavy machinery such as paving equipment, paint stripers, and other maintenance equipment. • Conduct regular inspections and ensure cleanliness and safety of public roads and pathways, removing debris and hazards.
Administrative Assistant	<ul style="list-style-type: none"> • Provide general administrative support to the Street Maintenance Supervisor, such as scheduling meetings, preparing correspondence, and managing calendars. • Assist in the procurement of vehicles, parts, and equipment by obtaining quotes, preparing purchase orders, and tracking deliveries. • Assist in contract administration, including coordinating contract renewal and ensuring timely execution of contract documents. • Update vehicle information as requested, mileage, drivers assigned, vehicle specifications, and any other pertinent details.
Senior Project Manager	<ul style="list-style-type: none"> • Negotiate and manage leased vehicle contracts, ensuring compliance and accurate record-keeping. • Support fleet policy development, coordinate with stakeholders, and contribute to strategic planning for optimized fleet operations. • Conduct market research, prepare cost-benefit analyses, and assist in procurement documentation for purchasing fleet vehicles.

2.6 Policy Framework

The following table summarizes the City's key fleet operations and asset management policies.

Policy	Description
Fleet Services Policy and Procedure (2010)	Outlines the administrative guidelines for the use and maintenance of city fleet vehicles. Specifies the responsibilities for procuring and maintaining fleet vehicles, assigning them to employees, and providing pool vehicles. Includes rules for vehicle operation, emphasizing safety and seat belt use, a ban on smoking and handheld cell phone use, and restrictions against operating vehicles under the influence. Covers maintenance, fueling procedures, insurance, and registration requirements, as well as guidelines for the use of personal and rental vehicles for city business.
Capital and Inventoriable Assets Management	Sets thresholds for capitalization and details requirements for the accounting of purchased, donated, or developed assets. It mandates recording assets at historical cost and outlines specific procedures for depreciation using the straight-line method.
Disposal of Surplus Property and Equipment	Defines procedures for responsibly disposing of surplus property and equipment, including criteria for declaring items as surplus and the various methods of disposal like donation, sale, or recycling.

2.7 Technology

The following table provides a summary of the technology utilized in fleet operations. Each tool or application is accompanied by a description of its functionality and the primary ways it is used.

Technology	Description
Cartegraph	Asset management system used city-wide, functions as the fleet management system. Contains records of all vehicles and equipment.
Gasboy	Drivers use key fobs for fuel, and each fueling includes the driver and vehicle number which goes into a database.
Geotab	Automatic vehicle location and GIS-powered data collection system being implementation to generate data on vehicle usage, efficiency, and safety.
NetworkFleet	Real-time vehicle tracking, diagnostics, and reporting program offering insights into performance, fuel usage, maintenance needs, and driver behavior.

3. Regulatory Requirements and Standards

A crucial component of any city's fleet strategy is compliance with state and regional requirements for zero-emissions vehicles. The California Air Resources Board (CARB) has developed regulations and maintains a robust collection of resources intended to guide the widespread introduction of zero-emission cars, trucks, and equipment. This effort includes a wide variety of programs, resources, and zero-emission vehicle information available at CARB's [Zero-Emission Transportation](https://ww2.arb.ca.gov/our-work/topics/zero-emission-transportation) webpage¹.

Three primary regulations are most relevant to municipal fleet electrification because they impose mandatory requirements upon public and private fleet operators, and manufacturers who sell their vehicles in California. The Advanced Clean Cars and Advanced Clean Trucks regulations directly impact vehicle manufacturers who sell their vehicles in California. The Advanced Clean Fleets regulations directly impact fleets.

3.1 Advanced Clean Cars

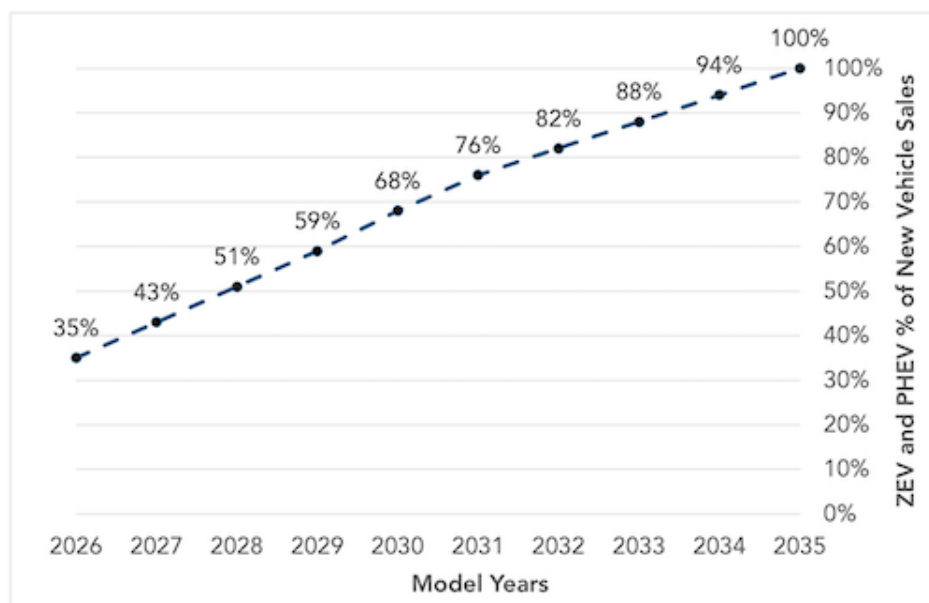
The Advanced Clean Cars (ACC) program combines several regulations into one package. Advanced Clean Cars I was adopted in 2012 and created regulations aimed at scaling down emissions of light-duty passenger cars, pickup trucks and SUVs by requiring an increased number of zero-emission vehicles (ZEVs) to meet air quality and greenhouse gas emissions reduction goals. The Advanced Clean Cars II regulations were adopted in 2022, imposing the next level of low-emission and ZEV standards for model years 2026-2035 that contribute to meeting federal ambient air quality ozone standards and California's carbon neutrality targets. Current regulations require that, by 2035, all new passenger cars, trucks and SUVs sold in California will be zero emission vehicles.

The regulations are two-pronged. First, the Zero-emission Vehicle Regulation supports Governor Newsom's 2020 [Executive Order N-79-20](https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf) that requires all new passenger vehicles sold in California to be zero emissions by 2035². Second, the Low-emission Vehicle Regulations include increasingly stringent standards for gasoline cars and heavier passenger trucks to continue to reduce smog-forming emissions. The chart below illustrates the increasing percentage of zero-emission vehicle sales requirements that vehicle manufacturers are required to meet, including battery-electric and plug-in hybrid vehicles, by 2035.

¹ California Air Resources Board (CARB). *Zero-Emission Transportation*, <https://ww2.arb.ca.gov/our-work/topics/zero-emission-transportation>.

² State of California Executive Department. Executive Order N-79-20. 9/23/2020, <https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf>.

California Advanced Clean Cars (ACC) Requirements



Source: California Air Resources Board (CARB) – arb.ca.gov

3.2 Advanced Clean Trucks

Starting with the 2024 model year, the Advanced Clean Trucks (ACT) regulation requires manufacturers to sell zero-emission vehicles (ZEVs) as an increasing percentage of total medium- and heavy-duty sales in California. By the end of the 2024 model year, 5% to 9% of sales need to be ZEVs, depending on the truck category. Manufacturers were able to receive early credits for selling 2021 through 2023 model year ZEVs. They also have the flexibility to sell more ZEVs in one category while selling fewer in another, with the caveat that they must still sell a minimum number of ZEV tractors. Manufacturers were also allowed to trade or bank credits from excess ZEV sales and have one extra year to make up any shortfall.

In response to the ACT regulation, the sales of new ZEV medium- and heavy-duty trucks in California in 2023 doubled from the prior year, representing 1 out of every 6 new ACT-regulated vehicles. With more than 18,000 medium- and heavy-duty ZEVs sold in California in 2023, the state exceeded its ACT goal two years ahead of schedule and sold five times the number of ZEVs required by the regulation, according to a report released by CARB³.

³ California Air Resources Board (CARB). *Advanced Clean Trucks Credit Summary Through the 2023 Model Year*, <https://ww2.arb.ca.gov/resources/fact-sheets/ACT-Credits-Summary%202023>.

3.3 Advanced Clean Fleets

Approved on April 28, 2023, the Advanced Clean Fleets (ACF) regulation applies to vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and sets “stringent emission standards for mobile sources that are needed to protect the public health and welfare of Californians by improving air quality and by mitigating the harms posed by greenhouse gases”⁴. The ACF regulation complements the Advanced Clean Trucks regulation and is aimed at advancing the introduction of zero-emission technologies into California’s truck and bus fleets, requiring fleets that are well suited for electrification to reduce emissions through requirements to both phase-in the use of ZEVs for targeted fleets and requirements that manufacturers only manufacture ZEV trucks starting in the 2036 model year. Achieving these and other milestones will contribute to meeting the goals in Governor Newsom’s 2020 [Executive Order N-79-20](#)⁵.

There are two approaches that State and local government fleets can use to comply with ACF regulations. Option 1 (sometimes referred to as the ‘Model Year Option’) dictates that fleets must ensure, beginning January 1, 2024, that 50% of their annual vehicle purchases are ZEVs, and beginning January 1, 2027, that 100% of vehicle purchases are ZEVs. Near-zero-emissions vehicles, as defined in the regulation, with a vehicle model year of 2035 or earlier, count the same as ZEVs for this requirement. New internal combustion engine (ICE) vehicles, 2024 or newer, must have an engine certified to applicable California emissions standards and emissions-related requirements, and any used ICE vehicle added to the fleet must have a 2010–2023 model year engine. The required ZEV percentages by model year under this option are shown in the table below.

Required ZEV Purchases by Year (Model Year Option)	2024	2025	2026	2027	2028+
Percent of Vehicles	50%	50%	50%	100%	100%

Option 2 is the ZEV Milestones Option, which allows State and local governments the flexibility of phasing in ZEVs based on the suitability of different vehicles in their fleets. Under this option, vehicles are categorized according to three “milestone groups”. Each milestone group carries with it an increasing percentage of annual vehicles purchases that must be ZEVs. The percentages by milestone group are shown in the table below. It should be noted that all 17 of the ACF-regulated vehicles in the Palm Desert fleet fit into Milestone Group 2.

⁴ California Air Resources Board (CARB). *Advanced Clean Fleets*, <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets/about>.

⁵ State of California Executive Department. Executive Order N-79-20. 9/23/2020, <https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-79-20-Climate.pdf>.

Required ZEV Composition (Milestones Option)	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035
Milestone Group 2: Work trucks, day cab tractors, pickup trucks, buses with three axles	2027	2030	2033	2036	2039
Milestone Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042

Based on the fleet composition and vehicle utilization analysis, the ACF Milestones Option is recommended. When opting into the ZEV Milestones Option, the fleet owner must report this intention. After electing to use this option, fleet owners are no longer subject to, and may not switch back to, the State or Local Government Fleet Requirements.

3.4 Reporting

Regardless of the option selected, ACF requires fleets to report their vehicle information through the Truck Regulation Upload, Compliance and Reporting System (TRUCRS). TRUCRS reporting information, guidance and a link to the submission portal is available at CARB's [TRUCRS Reporting Information](https://ww2.arb.ca.gov/our-work/programs/truck-bus-regulation/trucrs-reporting-information) webpage⁶.

Recommendations

The following recommendations pertaining to fleet regulation should be adopted by the City:

1. Adopt option 2 (Milestones Approach) for ZEV compliance.
2. Report the option selected and vehicle selection information through TRUCRS.

⁶ California Air Resources Board (CARB). *TRUCRS Reporting Information*, <https://ww2.arb.ca.gov/our-work/programs/truck-bus-regulation/trucrs-reporting-information>.

4. Fleet Composition Analysis

This chapter provides the project team's analysis of the City's fleet and recommendations for right-sizing and reallocation based on sound fleet utilization principles. It also includes an assessment of EV replacement needs based on the market for these vehicles and the regulations governing fleet emissions. It provides a summary and a preliminary recommendation for each vehicle.

4.1 Analysis Framework and Principles

In addition to the regulatory requirements outlined in Section 3, the transition and replacement plan is shaped by factors including the efficiency of fleet composition, the cost-effectiveness of replacement lifecycles, the availability of ZEV vehicles in the market, and the timing of leasing and purchasing decisions.

1. Fleet Composition

Efficient fleet composition calls for organizations to have a mobility mindset. When a transportation requirement is identified, management and users should first ask whether that requirement can be met most efficiently by means such as leasing, renting, public transportation, employee reimbursement, or pooled vehicles. Vehicle leasing/ownership should be undertaken only when the business case is framed by the organization's needs and the cost to taxpayers justifies it. When leasing/ownership is the best option, care should be taken in matching the asset to the requirement in a way that promotes efficiency and sustainability.

2. Fleet Replacement Timelines

Vehicles and equipment should be replaced at the point that will minimize the Total Cost of Ownership (TCO) to the City⁷. This is usually just before the maintenance costs associated with an older vehicle start to spike. By establishing a standard set of replacement cycles as the basis for replacement decisions and replacement funding, the City can prevent the recurrence of an aged fleet, which is costly and inefficient. A set of replacement cycles can be used for each classification of motorized vehicles and equipment in the fleet. These are shown in the following table.

⁷ TCO methodologies are discussed further in Section 5.

Suggested Fleet Replacement Lifecycles

Classification	Lifecycle (years)
Sedan	10
SUV Small / Crossover	10
Truck LD 1/2 Ton	10
Truck LD Compact	10
Truck MD 1 Ton	12
Truck MD Class 4/5	15
Truck HD Dump	15
Truck HD Tank	15
Cart/ATV	15

These standard replacement lifecycles have been used to project estimated replacement timing for vehicles to minimize the total cost of ownership.

4.2 Methodology

This section describes the three-step methodology used to develop the EV transition and fleet composition plan.

1. Fleet Composition Review

The first step of the right-sizing and reallocation analysis was to interview stakeholders to discuss the vehicles and equipment in each division. These interviews provided information about the daily use of these assets, their fit for their assigned function, and the City's intended disposition of the asset.

Along with these interviews, mileage data was collected from each vehicle – both their odometer reading and a set of data from the GeoTab GIS vehicle location system which is installed on some of the vehicles. This data allowed for a comparison of interview findings with information about units' frequency of use, typical driving durations, and average annual mileage.

Based on this analysis, one of the following dispositions was assigned to each asset:

	Immediately	At Next Cycle
Replace in Kind	Replace the asset with the same type immediately, typically because it is aged past its lifecycle.	Replace the asset with the same type at the next replacement cycle.
Right-Type	Replace the asset with an asset more suited to the job function immediately, typically because it is aged past its lifecycle.	Replace the asset with an asset more suited to the job function at the next replacement cycle.
Eliminate	Dispose of the vehicle as soon as possible through an appropriate remarketing method.	Dispose of the vehicle when it is next due for replacement, and do not replace it.

These recommendations were adjusted later in the process after analyzing the impacts of leasing and purchasing.

2. Zero Emissions Conversion Review

In the second step, the suitability of various electric vehicle types (e.g., sedans, vans, trucks) to meet the City's operational needs was evaluated. This analysis was based on the current and expected commercially available EV options, as well as consideration of the City's operational needs and charging requirements. Additionally, this review considered the impact of the applicable regulations and the urgency of EV transition to comply with them.

- **Light-Duty Vehicles:** The light-duty fleet consists of 44 vehicles, of which 26 (60%) are Ford F-150 ½-ton pickup trucks, five are similar trucks from other manufacturers, and nine are sedans and small SUVs. There is also a single Neighborhood Electric Vehicle (NEV), two electric carts, and one historical vehicle in service. The light-duty EV market is well-developed and there are viable EV options for all the ICE powered light-duty vehicles in the fleet.
- **Medium- and Heavy-Duty Vehicles:** The medium- and heavy-duty fleet consists of 17 vehicles that are subject to ACF regulations, of which nine are Class 3, six are Class 5, and two are Class 6 trucks. While there are existing EV options available in each of these vehicle classes, individual vehicle utilization is highly variable and needs to be accounted for as electrification of this subset of the fleet to achieve regulatory compliance is accomplished.

3. Preliminary Replacement Recommendations

In the third step, a preliminary recommendation was developed for each unit. This incorporated the year-by-year replacement of each asset and the integration of electric vehicles into the City's fleet, considering operational demands and the market availability

of suitable EV options. The recommendations were designed to comply with the relevant state regulations and timelines as described in Section 3, focusing on the assets in the City's fleet which are best-suited for EV replacement. The plan did not include the leasing and purchasing analysis, which were completed later in the study. The full replacement plan, which includes updated timeline recommendations, is provided in Section 6.

4.3 Analysis of Fleet Data

The City provided access to the GeoTab GPS data for the fleet, which tracks the locating and timing every time a vehicle is turned on. It is only installed on a subset of vehicles, but it provides a data-rich view of their usage including the number of days a vehicle is driven, the average number of hours in use on days when it is driven, and the maximum single-day number of hours in use. The following table shows this data.

GeoTab Data for Available Units (12 months ending 3/31/24)

Asset #	Department	Description	Days Driven	Daily Avg	1-Day Max
1	DPW - Facilities	2018 F-150	175	1:00:40	2:51:16
2	Dev - Bldg & Safety	2018 F-150	185	2:33:24	5:04:42
4	DPW - Streets	2018 F-350	3	4:01:38	4:50:54
5	Pool Vehicle	2019 Ford Fusion	116	0:43:38	3:24:14
6	Dev - Code	2018 F-150	203	1:45:26	4:07:58
7	DPW - Director	2018 F-150	85	0:44:48	3:51:14
10	Capital Projects	2018 F-150	184	2:22:30	5:21:50
77	DPW - Traffic	2018 F-350	10	1:49:09	2:49:00
78	Capital Projects	2018 F-150	174	1:06:57	4:57:32
79	DPW - Streets	2018 F-150	210	1:44:58	6:43:47
80	COPS Program	2018 Ford Escape	62	2:19:07	3:58:02
81	COPS Program	2018 Ford Escape	55	2:01:09	5:21:10
82	DPW - Streets	2018 F-350	199	2:15:49	5:52:36
83	Pool Vehicle	2018 Ford Fusion	145	0:41:28	5:30:44
84	DPW - Facilities	2018 F-150	185	1:22:20	3:24:04
86	DPW - Streets	2018 F-550	75	1:45:02	5:36:18
87	DPW - Streets	2018 F-350 Dump	170	2:13:49	6:50:33
88	COPS Program	2018 Ford Flex	138	2:40:54	5:28:56
90	Pool Vehicle	2018 Ford Escape	142	0:46:07	4:56:33
91	DPW - Landscape	2018 F-150	196	2:10:50	5:42:08
92	Dev - Bldg & Safety	2018 F-150	138	2:13:16	3:57:38
94	Pool Vehicle	2019 Ford Flex	99	0:41:19	4:34:03
95	DPW - Landscape	2018 F-150	222	1:52:11	6:01:27
96	Dev - Bldg & Safety	2018 F-150	191	2:08:59	3:09:44
99	Capital Projects	2018 F-150	174	1:08:34	4:24:25
100	Dev - Bldg & Safety	2018 F-150	180	1:23:07	3:03:23

This data provides some important points regarding utilization and suitability for EV transition:

- Most vehicles are driven regularly. The average among this group was 145 days over the course of the year, and 70% of units were driven at least 125 days. The vehicles that show lower utilization levels had broken sensors or are shared or special-purpose units which can justify less frequent use.
- The average daily use is moderate. The average daily use for this group was an hour and 45 minutes, with 80% of units averaging less than 2 hours and 15 minutes. One vehicle averaged just over 4 hours, but no other unit averaged more than 2 hours and 40 minutes.
- Vehicles are rarely if ever pushed for long durations. The typical 1-day max during the year was 4 hours and 41 minutes, and no vehicle was driven on any day more than 6 hours and 50 minutes.

The GeoTab data shows that the utilization of most vehicles is strong. While it only included 26 units, it shows that the average daily use of the fleet – as well as the maximum duration of use – is moderate. Because of this, electric vehicles are good candidates as long as the City's charging infrastructure can support them.

4.4 Fleet Composition Analysis and Recommendations

The following section provides analysis and recommendations for each vehicle in the City's inventory. It includes vehicle right-typing and reallocation recommendations as well as a determination of each unit's suitability for EV conversion and a timeframe for the transition. Key findings from the analysis include:

- As stated above, the GeoTab data provided by the City covered 26 units (43%) of the 61 operational assets in the fleet inventory, preventing a full utilization determination for some vehicles beyond a simple calculation of average miles per year. Where available, the GeoTab data showed that no unit had average daily use above 4 hours, and no unit had a maximum daily use in any day greater than 6 hours and 50 minutes. This suggests that most vehicles' use is compatible with EV transition.
- In response to the recent storm and flooding in Palm Desert this spring, the City Manager's Office has asked that the number of 4WD vehicles be increased in order to provide capacity for sand/mud operations as needed in case of future

storm/flooding/mudslide events in the City. Additional units have been recommended for 4WD replacement to provide requested capacity within the fleet.

The findings and recommendations in the following sections do not include specific timeframes, because those depend on the impacts of leasing and purchasing decisions. The full replacement plan – including timeframes – can be found in Section 6, which includes considerations of leasing and purchasing decisions as well as the utilization and EV transition analysis.

1. Public Works – Streets

The Streets Division is responsible for maintaining the City's streets and sidewalks, conducting pavement repairs, resurfacing, and some traffic markings. The Division is supported by 15 vehicles, primarily a mix of light-duty and medium-duty trucks and their specialized configurations and attachments for road work.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
3	2004 F-350 Concrete Truck	Specialized vehicle for specialized use, good utilization. Heavier body appropriate for concrete work.	ACF Milestone Group 2. Compatible EV chassis available.	Class 5 Utility Body in 2024. ICE in first cycle; EV by 2038.
4	2018 F-350	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	ACF Milestone Group 2. Compatible EV chassis available.	Replace with 1 Ton 4WD Flatbed EV by 2026.
9	2019 F-750 Dump Truck	Only HD Dump Truck unit for specialized function, appropriate type.	ACF Milestone Group 2. Compatible EV chassis available. Hydraulic power not yet widespread in EV market.	Replace with Class 7 Dump Body EV by 2035.
11	2019 F-750 Water Truck	Only HD Water Truck unit for specialized function, appropriate type.	ACF Milestone Group 2. No compatible EV options currently available.	Replace with Class 7 Tanker Truck EV by 2038.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
12	2022 F-450 Stencil Truck	Specialized vehicle for specialized use, good utilization.	ACF Milestone Group 2. No compatible EV options currently available.	Replace in kind with Class 4 Stencil Truck EV by 2038.
57	2016 GMC Sierra	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at next cycle in 2026.
63	2016 F-350 Dump Truck	Correctly sized and well utilized.	ACF Milestone Group 2. Compatible EV chassis available. Hydraulic power not yet widespread in EV market.	Replace in kind with 1 Ton 2WD Dump Truck EV by 2035.
64	2016 F-350 Flat Bed	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally. Duration of loan to PD/Code unclear.	ACF Milestone Group 2. Compatible EV chassis available.	Replace in kind with 1 Ton 4WD Flatbed EV by 2032.
67	2017 F-150 Truck	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at next cycle in 2027.
70	2017 GMC 3500 Flatbed	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	ACF Milestone Group 2. Compatible EV chassis available.	Replace with 1 Ton 4WD Flatbed EV by 2029.
71	2017 GMC 3500 Flatbed	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	ACF Milestone Group 2. Compatible EV chassis available.	Replace with 1 Ton 4WD Flatbed EV by 2029.
79	2018 F-150	Correctly sized and well utilized. Ext cab sufficient for 1-2 passengers.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at lease renewal or next cycle in 2028.
82	2018 F-350	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	ACF Milestone Group 2. Compatible EV chassis available.	Replace with 1 Ton 4WD Flatbed EV by 2026.
86	2018 F-550/Ditch Witch	Specialized vehicle for specialized use. Department has planned for Vac truck as replacement.	ACF Milestone Group 2. No compatible EV options currently available.	Replace as planned with HD Vac Truck in 2024. ICE in first cycle; EV by 2038.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
87	2018 F-350 Dump	Correctly sized and well utilized.	ACF Milestone Group 2. Compatible EV chassis available. Hydraulic power not yet widespread in EV market.	Replace in kind with 1 Ton 2WD Dump Truck EV by 2035.

The division's vehicles are generally well-utilized and their configuration and assignment are matched to their function. Because many of their regularly used trucks are also after-hours responding in sand/mud to storms, some should be converted to 4WD units.

The vehicles in this division are the best candidates for the first ACF (medium- and heavy-duty) transitions to EVs, beginning with the 1-ton flatbed trucks. They are relatively lightweight compared to utility body and dump trucks, and an initial transition of two trucks in this category will leave the City with three ICE versions while operators acclimate to operating the EV versions.

2. Public Works – Traffic

The Traffic Division is responsible for maintaining the City's lighted traffic signals, to include intersections, crosswalks, and other caution zones. It maintains a total of 97 intersections (of 102 total owned by the City) as well as roundabout lighting. The Division is supported by 5 vehicles, including two Class 5 aerial bucket trucks for signal work.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
47	2014 F-150	Correctly sized and well utilized. Ext cab useful for storage, and division should have a 4WD truck. Due for replacement.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV in 2025.
59	2001 F-550 (non-operable)	Unit is aged and has been non-operable for years.	ACF Milestone Group 2. Disposal will reduce the size of the ACF-regulated fleet.	Eliminate immediately.
72	2017 F-550 Bucket Truck	Specialized vehicle for specialized use.	ACF Milestone Group 2. Compatible	Replace in kind with Class 5

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
		Appropriately sized and well utilized.	EV chassis available. Hydraulic power not yet widespread in EV market.	Aerial Truck EV by 2032.
77	2018 F-350	Appropriate unit for traffic support role, and consistent utilization.	ACF Milestone Group 2. Compatible EV chassis available.	Replace in kind with 1 Ton 2WD Utility Body EV by 2032.
556	2020 F-550 Bucket Truck	Specialized vehicle for specialized use. Appropriately sized and well utilized.	ACF Milestone Group 2. Compatible EV chassis available. Hydraulic power not yet widespread in EV market.	Replace in kind with Class 5 Aerial Truck EV by 2035.

The Division's specialized traffic light functions require specialized vehicles, and the current fleet reflects this. An aged, non-operable unit should be eliminated, and the Division should have at least one 4WD truck.

3. Public Works – Landscape

The Landscape Division is responsible for inspecting and maintaining city landscape areas and parks, as well as managing contractors. The Division is supported by 4 vehicles, all of which are half-ton trucks housed at City Hall.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
45	2014 F-150	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab in 2025; EV at next cycle in 2035.
48	2014 F-150	Assigned to landscape division, but not used currently.	N/A	Eliminate immediately.
91	2018 F-150	Correctly sized and well utilized. 4WD needed for sand/mud use occasionally.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at lease renewal or next cycle in 2028.
95	2018 F-150	Appropriate size and well utilized. Division could use	Compact pickup EV not yet available except as hybrid. Larger pickup	Replace with compact pickup 4WD Ext Cab EV at

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
		some compact trucks. Due for replacement.	EV and Compact SUV EV currently available.	lease renewal or next cycle in 2028.
97	2018 F-150	Appropriate size and well utilized. Division could use some compact trucks. Due for replacement.	Compact pickup EV not yet available except as hybrid. Larger pickup EV and Compact SUV EV currently available.	Replace with compact pickup 4WD Ext Cab EV at lease renewal or next cycle in 2028.

The division's use of light-duty pickups is appropriate and should continue. Not all of the Division's trucks need to be half-ton units; compact pickups are sufficient for much of the light-duty landscape work for which they are used. The Division should have 4WD trucks for occasional sand/mud use and response to emergencies.

4. Public Works – Facilities

The Facilities Division is responsible for inspecting and maintaining city facilities, as well as managing contractors. The Division is supported by 3 vehicles, all of which are half-ton trucks housed at City Hall.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
1	2018 F-150	Correctly sized and well utilized. Lift gate needed for heavy hauling.	Compatible EV currently available.	Replace with ½ Ton 2WD Ext Cab EV w/Lift Gate at lease renewal or next cycle in 2028.
58	2016 GMC 1500	Assigned to project manager; no need for full-sized truck. Well utilized.	Compact pickup EV not yet available except as hybrid. Larger pickup EV and Compact SUV EV currently available.	Replace with compact pickup 4WD Ext Cab in 2026; EV at next cycle in 2036.
84	2018 F-150	Correctly sized and well utilized. Utility body needed for better storage.	Compatible EV currently available.	Replace with ½ Ton 2WD Utility Body EV at lease renewal or next cycle in 2028.

The Facilities Division is staffed by a project manager, a senior facilities technician, and a facilities technician. The Division needs at least one truck with a lift gate and at least one unit with the expanded storage of a utility body. The project manager does not need

a full-size pickup, but should have 4WD for occasional sand/mud use and response to emergencies.

5. Public Works – Other

There are a number of additional fleet assets in the Public Works Department that do not belong to any of the operational divisions. These include the vehicles assigned to the Director and Assistant Director, as well as the graffiti truck, a spare truck, and a handful of electric carts.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
7	2018 F-150	Assigned to Dept Director; no need for full-sized truck.	Compact pickup EV not yet available except as hybrid. Larger pickup EV and Compact SUV EV currently available.	Replace with compact pickup 4WD Ext Cab EV at lease renewal or next cycle in 2028.
46	2014 F-150	Assigned to Dept Director; no need for full-sized truck.	Compact pickup EV not yet available except as hybrid. Larger pickup EV and Compact SUV EV currently available.	Replace with compact pickup 4WD Ext Cab; EV at next cycle in 2035.
56	2016 Ford F-350	Specialized vehicle for specialized use. Appropriately sized and well utilized.	ACF Milestone Group 2. Compatible EV chassis available.	Replace in kind with 1 Ton 2WD Utility Body EV by 2032.
60	2016 GMC 1500	Essentially a pool vehicle. Sensible to have one pool truck at the city yard.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV in 2026.
Carts/ATVs				
224	2002 Ford NEV	Electric cart, not planned for replacement.	Existing EV.	Do not replace.
275	Humdinger	Electric cart, appropriate for city yard use.	Existing EV.	Replace in kind at next cycle.
287	Flat Bed Utility Cart	Electric cart, appropriate for city yard use.	Existing EV.	Replace in kind at next cycle.

These miscellaneous vehicles in the Public Works Department can be transitioned to EVs of the appropriate size when they are available. A compact pickup replacement this year will likely be an ICE due to the lack of EV options in the category, but suitable EV options are available for all others. The carts and ATVs are already EVs powered by Level 1 (traditional outlet) charging.

6. Development – Building and Safety

The Building and Safety division is assigned to inspecting construction and development sites, ensuring compliance with building and safety codes. The Division is supported by 6 half-ton pickups which are housed at City Hall and assigned to inspectors and the division supervisor and used for daily inspection work.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
2	2018 F-150	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at lease renewal or next cycle in 2028.
61	2016 GMC 1500	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at next cycle in 2026.
92	2018 F-150	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at lease renewal or next cycle in 2028.
96	2018 F-150	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at lease renewal or next cycle in 2028.
98	2018 F-150	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at lease renewal or next cycle in 2028.
100	2018 F-150	Well utilized for dedicated assignment. Truck not needed for this function.	Compatible EV currently available.	Replace with Compact SUV EV AWD at lease renewal or next cycle in 2028.

The Division has a Supervisor and five inspectors, and its trucks are used regularly and highly utilized. Their work does not involve any heavy tools or hauling materials/debris, but these vehicles may be called for assistance with as part of the City's emergency response plan. They should be right-sized to the minimum viable 4WD asset, either a compact pickup or Compact SUV EV.

7. Development – Code Compliance

The Code Compliance Division is responsible for inspecting and responding to property code violations in the City, as well as writing citations and cleaning up trash, debris, and abandoned material. The Division has 5 half-ton pickups to support its operations which are housed at city hall.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
6	2018 F-150	Appropriate size and well utilized.	Compatible EV currently available.	Replace with ½ Ton 2WD Ext Cab EV at lease renewal or next cycle in 2028.
68	2017 F-150	Appropriate size and well utilized.	Compatible EV currently available.	Replace with ½ Ton 2WD Ext Cab in 2027; EV at next cycle in 2037.
85	2018 F-150	Appropriate size and well utilized. Some 4WD needed in division.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at lease renewal or next cycle in 2028.
93	2018 F-150	Appropriate size and well utilized. Some 4WD needed in division.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab EV at lease renewal or next cycle in 2028.
253	2006 F-150 Crew Cab	Appropriate size and well utilized. Some 4WD needed in division. Crew cab for supervisor.	Compatible EV currently available.	Replace with ½ Ton 4WD Crew Cab in 2025; EV at next cycle in 2035.

The Division's work requires the use of a truck by each inspector. While typical work happens on city streets, some of the unit's trucks should be 4WD to allow periodic sand/mud operations as needed. The Supervisor's truck should have a crew cab to allow transporting more passengers.

Grant funding for abandoned vehicle enforcement may be available to support the cost of vehicles in this division.

8. Capital Projects

The Capital Projects division is responsible for overseeing work on capital projects in the City and inspecting connections to City traffic, water, and wastewater infrastructure. The Division is supported by 4 half-ton trucks which are housed at City Hall and primarily driven by inspectors.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
10	2018 F-150	Appropriate size and well utilized.	Compatible EV currently available.	Replace in kind with ½ Ton 2WD Ext Cab EV at lease renewal or next cycle in 2028.
69	2017 F-150	Appropriate size and well utilized. Some 4WD needed in division.	Compatible EV currently available.	Replace with ½ Ton 4WD Ext Cab in 2027; EV at next cycle in 2037.
78	2018 F-150 4WD	Appropriate size and well utilized. Some 4WD needed in division.	Compatible EV currently available.	Replace in kind with ½ Ton 4WD Ext Cab EV at lease renewal or next cycle in 2028.
99	2018 F-150	Appropriate size and well utilized.	Compatible EV currently available.	Replace in kind with ½ Ton 2WD Ext Cab EV at lease renewal or next cycle in 2028.

The Division needs half-ton pickups for each inspector and another to be shared between the division manager and the project managers. At least two of the pickups should be 4WD for occasional sand/mud operations.

9. COPS Program

The Citizens on Patrol (COPS) program is a volunteer police assistance force, which is supported by City Manager's Office but is mostly self-run. It includes about 35-40 volunteers who attend monthly meetings and city events, conduct traffic control and visibility patrols, and complete some administrative work. The program has 7 vehicles

which are shared between COPS volunteers and housed at the corporation yard and the Portola Community Center.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
62	2016 Ford Flex SE Sedan	Well utilized, should be standardized in this division.	Compatible EV currently available.	Replace with Compact SUV EV in 2026.
65	2017 Chevy Colorado	Well utilized, should be standardized in this division. A few 4WD useful for sand/ mud use occasionally.	Compact pickup EV not currently available. Larger pickup EV and Compact SUV EV currently available.	Replace with Compact Pickup 4WD Ext Cab in 2027; EV at next cycle in 2037.
66	2017 Chevy Colorado	Well utilized, should be standardized in this division. A few 4WD useful for sand/ mud use occasionally.	Compact pickup EV not currently available. Larger pickup EV and Compact SUV EV currently available.	Replace with Compact Pickup 4WD Ext Cab in 2027; EV at next cycle in 2037.
80	2018 Ford Escape	Well utilized, should be standardized in this division.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.
81	2018 Ford Escape	Well utilized, should be standardized in this division.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.
88	2018 Ford Flex	Well utilized, should be standardized in this division.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.
89	2018 Ford Fusion	Well utilized, should be standardized in this division.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.

The Division's units appear to be well utilized from the available data. They should be standardized to vehicles with sufficient space to carry traffic cones such as SUVs and Compact Pickups. Their work does not require off-road operations, but a few units should have 4WD capability for occasional sand/mud operations as needed.

10. Pool Vehicles

The City has four pool vehicles at City Hall which are not assigned to an individual; anyone in the City can reserve these, including council members. They are used mostly in town, and occasionally for out-of-town multiple-day trips.

The following table discusses the recommended type and disposition for each vehicle, as well as its candidacy for EV conversion based on its utilization, the EV market, and CARB regulations. A recommendation and timeframe are provided for each unit.

Unit	Description	Right-Sizing and Reallocation	EV Transition Evaluation	Preliminary Recommendation
5	2019 Ford Fusion	Good utilization, should be standardized with other admin vehicles.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2029.
83	2018 Ford Fusion	Good utilization, should be standardized with other admin vehicles.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.
90	2018 Ford Escape	Good utilization, should be standardized with other admin vehicles.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2028.
94	2019 Ford Flex	Good utilization, should be standardized with other admin vehicles.	Compatible EV currently available.	Replace with Compact SUV EV at lease renewal or next cycle in 2029.

The data on these pool vehicles suggests frequent use (an average of 125 days per unit) at short durations. The four vehicles appear to be an appropriate number and sufficiently utilized. They should be standardized with other vehicles in the fleet as roomy, versatile vehicles (such as Compact SUV EVs) which can be converted to EVs quickly.

4.5 Best Practices for Fleet Composition Management

The following table provides a list of best industry practices for managing fleet composition, utilization levels, right-sizing, and effective asset disposition. Together, these practices result in a data-informed, cost-effective fleet where vehicles are strategically selected to meet departments' operational and mobility needs as efficiently as possible. The principles of utilization thresholds, minimizing total cost of ownership, and ongoing cost allocation for replacement planning are central to this fleet approach.

Best Practice

1. Asset utilization policies and guidelines are clearly defined to ensure that vehicles and equipment are allocated properly based on job requirements.
 2. Utilization thresholds are in place and the fleet is reviewed annually against these benchmarks.
 3. Processes are in place to capture utilization data from available sources and to validate and analyze the data.
 4. Motor Pool vehicles are available for occasional transportation needs. Motor Pools reduce the number of assigned vehicles in the fleet and reduce mileage reimbursements.
 5. A cost charge-back system is in place that promotes transparency and incentivizes fleet users to reduce ownership and operating costs.
 6. A replacement policy is in place and asset replacement cycle guidelines reasonably follow industry norms.
 7. A multiple-year fleet equipment replacement plan has been developed to identify future peak year funding requirements so that this can be dealt with in a planned manner.
 8. Focus is on matching vehicle design to meet specific customer job requirements and customers are given ample input into the specification process.
 9. Non-technical requirements such as parts lists, repair manuals, diagnostic tools, and training are included in vehicle specifications.
 10. Vehicles are remarketed at the optimum point in their lifecycle to minimize the Total Costs of Ownership (TCO).
 11. Equipment standardization is ensured where possible in order to minimize the number of tools needed and maximize the efficiency of mechanics and driver training.
 12. Vehicle decommissioning practices ensure that vehicles are disposed of in the most efficient and cost-effective manner possible. Vehicles determined to no longer be needed are physically removed from service so as to control fleet size.
 13. A fleet system is in place that uses modern technology and provides up to date functionality for asset management, maintenance management, performance measurement, and cost reporting.
 14. A telematics system is in place to improve routing and scheduling of services, identify driver training issues, and provide timely fleet data.
 15. Information produced by systems are routinely used to make management decisions and reports are provided to customer departments.
-

Recommendations

The following recommendations pertaining to fleet composition should be adopted by the City:

3. Adopt the fleet right-sizing recommendations made in this chapter.
4. Establish a fleet utilization and right-sizing plan which includes utilization policies and thresholds, provisions for lightly-used assets, and a process for collecting and reviewing utilization data at least annually to make decisions about fleet composition and efficiently decommissioning assets.
5. Adopt a replacement policy based on asset replacement cycle guidelines similar to those recommended in this report. Create a multi-year replacement plan based on the anticipated lifecycles, TCO maximization, and industry norms.
6. Complete the entry of all fleet assets and data into Cartegraph, and supplement this with fueling, telematics, and GeoTab data to assess utilization trends and the efficiency of fleet usage.
7. Formalize the City's motor pool policies and reservation system.
8. Create a policy for developing fleet specifications. Specifications should be developed in collaboration with user groups early in the process, and they should be informed by their specific job requirements as well as the utilization review findings. Specifications should lead to standardized classifications as much as possible, and they should include non-technical requirements such as parts lists, repair manuals, diagnostic tools, and training
9. Establish a department cost charge-back system to promote transparency and incentivize fleet users to reduce ownership and operating costs.

5. Leasing Versus Purchasing Evaluation

The City currently leases 31 vehicles (53% of its active on-road vehicle fleet) from Enterprise. All the vehicles that are presently being leased are 2018 model year units. The table below shows the leased assets by vehicle classification.

Leased Fleet Assets: Palm Desert

Classification	Count
Sedan	5
SUV Small	3
Truck LD ½ Ton	18
Truck MD 1 Ton	3
Truck MD 1 Ton Dump	1
Truck MD Class 5	1
Total	31

The terms of these leases are ending this year. This chapter discusses whether leasing or purchasing vehicles for the City's fleet is more cost-effective, the implications of this decision for replacement planning, budgeting, staffing, and implementation steps for the coming years.

5.1 Leasing and Purchasing Philosophy

Government organizations may consider leasing vehicles instead of purchasing and owning them, for several reasons. Leasing allows a fleet to acquire necessary vehicles without a large upfront cost. Leasing companies or Fleet Management Companies (FMC) specialize in common fleet vehicles like sedans, SUVs, and standard pickup trucks. At the end of the lease terms, the vehicles can either be returned to the leasing company or purchased by the lessee.

This arrangement has disadvantages. The vehicles are acquired under a contract that may have high early termination fees. Mileage clauses may also restrict the number of miles that can be driven before a surcharge is assessed. In addition, certain specialty vehicles needed for municipal operations may not be available through a leasing company.

Advantages and Disadvantages of Fleet Leasing

Advantages	Disadvantages
The lessee replaces their vehicles every few years according to the lease terms. This maintains a fleet of newer vehicles.	Certain specialty vehicles may not be available through a lease; the lessee may have to settle for a vehicle that does not fully meet needs.
Leasing may alleviate some of the administrative burden of managing their fleet.	Lease payments are ongoing even after the vehicle is fully depreciated; there is no break in monthly payments.
Leased vehicles require a smaller cash outlay at the time of purchase.	Leases may include excess fees for mileage and wear and tear, as well as interest on monthly payments.
New vehicles can be added quickly to scale up the size of the fleet.	The lessee cannot customize vehicles for their intended job.
Maintenance services can be included in the lease for an additional monthly payment.	Maintenance may have to be performed by a specific vendor which could be inconvenient.

When considering leasing, the primary decision factors are usually financial benefit and convenience. Leasing allows organizations to sidestep the need for capital funds to acquire vehicles, but they must consider the total costs of the lease over the term.

Most government organizations acquire vehicles through outright purchase. They earmark funds during the annual budget process for capital additions and replacements, then purchase the asset once the budget is approved. Depending on the procurement policies of the organization and adopted purchasing limits, this process may involve a formal bidding or proposal process, or assets may also be purchased through Cooperative Purchasing Agreements (CPA) or cooperative purchasing from an existing contract with another governmental entity (when permitted).

Advantages and Disadvantages of Fleet Purchasing

Advantages	Disadvantages
No additional fees for wear and tear or mileage overages.	Purchased vehicles experience rapid depreciation in the first few years of use, and modifications may lower value when reselling.
The organization can modify or upfit the vehicle as necessary for the job.	May require a greater degree of administrative oversight to manage purchase, disposal, and maintenance of vehicles.
The organization keeps the proceeds when the vehicle is sold.	Maintenance costs typically increase the longer the vehicle stays in the fleet.
The vehicle can be repaired in-house or taken to any repair shop.	A large initial capital outlay is required.
There are no monthly payments.	

The purchasing decision may be based on fiscal criteria, such as an agency's funding and capital investment approach. An organization may choose to lease vehicles because they lack the capital funds to make initial purchases, or if the total cost of ownership (TCO) for a lease is lower than the TCO of a purchase over the same time period.

5.2 Comparison of Total Cost of Ownership

This section discusses the relative fiscal value of leasing versus purchasing in terms of the annualized total cost of ownership for each. It also addresses factors that may impact this cost analysis in future years, such as changing fleet composition.

1. Annualized TCO Definition

The "Total Cost of Ownership" (TCO) for a vehicle refers to the complete cost of owning and operating a vehicle over a period of time. It includes all expenses related to the vehicle beyond the initial purchase price. This includes:

- **Depreciation:** The reduction in the vehicle's value over time, resulting in a lower residual value than the original purchase price.
- **Financing Costs:** Interest and fees associated with vehicle loans or leases.
- **Fees:** For registration, licensing, after-market equipment, and other costs.
- **Insurance:** Costs of insuring the vehicle.
- **Fuel:** The cost of gasoline, diesel, or electricity to power the vehicle.
- **Maintenance and Repairs:** Regular servicing, oil changes, tire replacements, and unexpected repairs.

This comprehensive measure helps assess the true financial impact of vehicle leasing or ownership over its lifetime. Dividing the total cost of ownership by the length of ownership yields the *Annualized TCO*, or the average cost per year to own the vehicle over the course of its lifecycle/lease term.

2. TCO Factors for Leasing and Purchasing

The factors determining the total cost of ownership are similar for leased vehicles and purchased vehicles, with some key differences:

- Leasing costs include initial one-time fees, a monthly depreciation charge, monthly leasing fee, monthly sales tax, insurance, maintenance fees, and any out-of-pocket repairs required. The remaining residual value at the end of the lease is an asset available to the lessee.

- Purchasing costs include the initial purchase price, as well as one-time charges, the cost to the City of self-insurance, and all maintenance and repairs.

Purchasing vehicles requires an up-front purchasing expense and bearing the full risk of maintenance and repairs, whereas leasing requires monthly depreciation, a leasing fee, sales tax, and expenses required to offset the cost of maintenance and repairs.

3. Sample Comparison of Annualized TCO

The following table provides a comparison of leasing versus purchasing for a 1/2 Ton 4WD Pickup. This is a common classification for Palm Desert. The fleet composition analysis completed earlier in this study recommends 12 such vehicles for the City's fleet. The table compares each of the TCO factors and calculates the TCO for three options: a five-year leasing cycle, a five-year lease with a five-year extension (for a total 10-year cycle), and a 10-year lifecycle for purchase and ownership of the asset. It also divides each of these figures by the length of ownership to determine the annualized TCO. The following values and assumptions are used in the comparison:

- The initial purchase price is estimated at \$52,565, or a monthly depreciation charge of \$876 for the leased vehicle. The initial fees are based on the State of CA registration fee and the cost of badging and delivery. The charges are assumed to be unchanged for purchasing, but twice the initial amount for the extended lease based on the City's lease documents.
- The term is anticipated to be 60 months for the lease (matching the initial term of the City's leases), and 120 months for purchased units.
- The monthly leasing fee is \$216 (equivalent to 9.3% APR), and the monthly taxes/fees are pulled from the leasing documents for vehicles of this classification. This is multiplied by the number of months in the lease term. After the initial lease term, the leasing fee drops to \$25/month for the extended lease.
- It is assumed that the cost of insurance and the cost to the City for self-insurance will be approximately equal, and fuel is not shown because it is assumed that the cost of fuel will not change depending on whether the vehicle is leased or purchased.
- The maintenance/repair cost is higher for the extended lease because the term is longer and because it is anticipated that the vehicle's mileage will exceed the terms of the maintenance agreement during the extension period, requiring out-of-pocket spending to maintain. The cost is higher still for the purchased unit because maintenance and repair costs are paid entirely out-of-pocket for the duration of the ownership period.

- Due to the longer lifecycle for extended leases and purchased units, the residual value is lower than the residual value at the end of the initial lease term.

	Lease (5 years)	Lease + Extension (10 years)	Purchase (10 years)
Pickup 1/2 Ton 4WD Ext/Crew Cab			
Initial Purchase Price	\$0	\$0	\$52,565
Initial Fees (licensing, delivery, badging)	\$1,278	\$2,556	\$1,278
Monthly depreciation charge (initial term)	\$876	\$876	\$0
Monthly leasing fee (initial term)	\$216	\$216	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$85	\$85	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$48	\$48	\$0
Lifespan Maintenance/Repair (out of pocket)	\$2,000	\$4,500	\$10,990
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$25,000	\$18,500	\$18,500
Total Cost of Ownership (TCO)	\$55,510	\$68,848	\$53,893
Annualized TCO	\$11,102	\$6,885	\$5,389

The result of these calculations is an annualized TCO estimate of \$11,102 for leasing for five years, \$6,885 for a 5-year lease with a 5-year extension, and \$5,389 over ten years for purchase.

This analysis suggests that the annualized TCO for leasing plus the extension is significantly lower than leasing for just the initial term, but that the annualized TCO for purchased vehicles is lower than either leasing arrangement. This excludes the personnel costs of managing fleet acquisition.

4. Comparison of Annualized TCO for Fleet-Wide Classifications

The following table shows this calculation for nine separate vehicle classifications that are found in the City's fleet and recommended in the fleet composition analysis performed earlier in this study, including the 1/2 Ton 4WD Pickup shown above. The figures in this table are sourced from the City's lease documents, research on the vehicle market, estimates from industry sources like CarEdge.com, and our team's years of experience as fleet managers and consultants for agencies across the country.

Leasing versus Purchasing: Comparison of Annualized TCO for Nine Fleet Classifications in Palm Desert

	Lease (5 years)	Lease + Extension (10 years)	Purchase (10 years)
Compact SUV 2WD/4WD			
Initial Purchase Price	\$0	\$0	\$41,130
Initial Fees (licensing, delivery, badging)	\$1,150	\$2,300	\$1,150
Monthly depreciation charge (initial term)	\$686	\$686	\$0
Monthly leasing fee (initial term)	\$169	\$169	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$66	\$66	\$0
Monthly sales tax (in extension)	-	\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$48	\$48	\$0
Lifespan Maintenance/Repair (out of pocket)	\$500	\$1,500	\$4,000
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$15,000	\$10,000	\$10,000
Total Cost of Ownership (TCO)	\$48,530	\$58,740	\$43,840
Annualized TCO	\$9,706	\$5,874	\$4,384
Compact Pickup 4WD Ext Cab			
Initial Purchase Price	\$0	\$0	\$40,000
Initial Fees (licensing, delivery, badging)	\$1,000	\$2,000	\$1,000
Monthly depreciation charge (initial term)	\$667	\$667	\$0
Monthly leasing fee (initial term)	\$164	\$164	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$64	\$64	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$48	\$48	\$0
Lifespan Maintenance/Repair (out of pocket)	\$750	\$2,000	\$5,000
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$15,000	\$10,000	\$10,000
Total Cost of Ownership (TCO)	\$47,113	\$57,423	\$43,560
Annualized TCO	\$9,423	\$5,742	\$4,356
Pickup 1/2 Ton 2WD Ext Cab			
Initial Purchase Price	\$0	\$0	\$44,250
Initial Fees (licensing, delivery, badging)	\$1,278	\$2,556	\$1,278
Monthly depreciation charge (initial term)	\$738	\$738	\$0
Monthly leasing fee (initial term)	\$181	\$181	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$71	\$71	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63

	Lease (5 years)	Lease + Extension (10 years)	Purchase (10 years)
Monthly maintenance fee	\$48	\$48	\$0
Lifespan Maintenance/Repair (out of pocket)	\$2,000	\$4,500	\$10,990
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$20,000	\$13,500	\$13,500
Total Cost of Ownership (TCO)	\$49,347	\$62,685	\$50,578
Annualized TCO	\$9,869	\$6,269	\$5,058
Pickup 1/2 Ton 4WD Ext/Crew Cab			
Initial Purchase Price	\$0	\$0	\$52,565
Initial Fees (licensing, delivery, badging)	\$1,278	\$2,556	\$1,278
Monthly depreciation charge (initial term)	\$876	\$876	\$0
Monthly leasing fee (initial term)	\$216	\$216	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$85	\$85	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$48	\$48	\$0
Lifespan Maintenance/Repair (out of pocket)	\$2,000	\$4,500	\$10,990
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$25,000	\$18,500	\$18,500
Total Cost of Ownership (TCO)	\$55,510	\$68,848	\$53,893
Annualized TCO	\$11,102	\$6,885	\$5,389
Truck 1 Ton 2WD Dump			
Initial Purchase Price	\$0	\$0	\$95,000
Initial Fees (licensing, delivery, badging)	\$1,846	\$3,692	\$1,846
Monthly depreciation charge (initial term)	\$1,583	\$1,583	\$0
Monthly leasing fee (initial term)	\$390	\$390	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$153	\$153	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$75	\$75	\$0
Lifespan Maintenance/Repair (out of pocket)	\$3,500	\$7,250	\$15,685
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$45,500	\$31,000	\$31,000
Total Cost of Ownership (TCO)	\$95,669	\$119,635	\$89,091
Annualized TCO	\$19,134	\$11,964	\$8,909
Truck 1 Ton 4WD Flatbed			
Initial Purchase Price	\$0	\$0	\$85,000
Initial Fees (licensing, delivery, badging)	\$1,781	\$3,562	\$1,781
Monthly depreciation charge (initial term)	\$1,417	\$1,417	\$0

	Lease (5 years)	Lease + Extension (10 years)	Purchase (10 years)
Monthly leasing fee (initial term)	349	\$349	\$0
Monthly leasing fee (in extension)	\$0	\$25	\$0
Monthly sales tax (initial term)	137	\$137	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$75	\$75	\$0
Lifespan Maintenance/Repair (out of pocket)	\$3,000	\$6,750	\$15,685
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$30,000	\$20,000	\$20,000
Total Cost of Ownership (TCO)	\$97,221	\$116,622	\$90,026
Annualized TCO	\$19,444	\$11,662	\$9,003
Truck 1 Ton 2WD Utility Body			
Initial Purchase Price	\$0	\$0	\$95,000
Initial Fees (licensing, delivery, badging)	\$1,846	\$3,692	\$1,846
Monthly depreciation charge (initial term)	\$1,583	\$1,583	\$0
Monthly leasing fee (initial term)	\$390	\$390	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$153	\$153	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$75	\$75	\$0
Lifespan Maintenance/Repair (out of pocket)	\$3,000	\$6,750	\$15,685
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$34,000	\$18,900	\$18,900
Total Cost of Ownership (TCO)	\$106,669	\$131,235	\$101,191
Annualized TCO	\$21,334	\$13,124	\$10,119
Class 5 2WD Aerial			
Initial Purchase Price	\$0	\$0	\$209,990
Initial Fees (licensing, delivery, badging)	\$2,519	\$5,038	\$2,519
Monthly depreciation charge (initial term)	\$3,500	\$3,500	\$0
Monthly leasing fee (initial term)	\$861	\$861	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$338	\$338	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$84	\$84	\$0
Lifespan Maintenance/Repair (out of pocket)	\$4,000	\$7,750	\$15,685
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$99,500	\$62,995	\$62,995
Total Cost of Ownership (TCO)	\$197,764	\$244,678	\$172,759
Annualized TCO	\$39,553	\$24,468	\$17,276

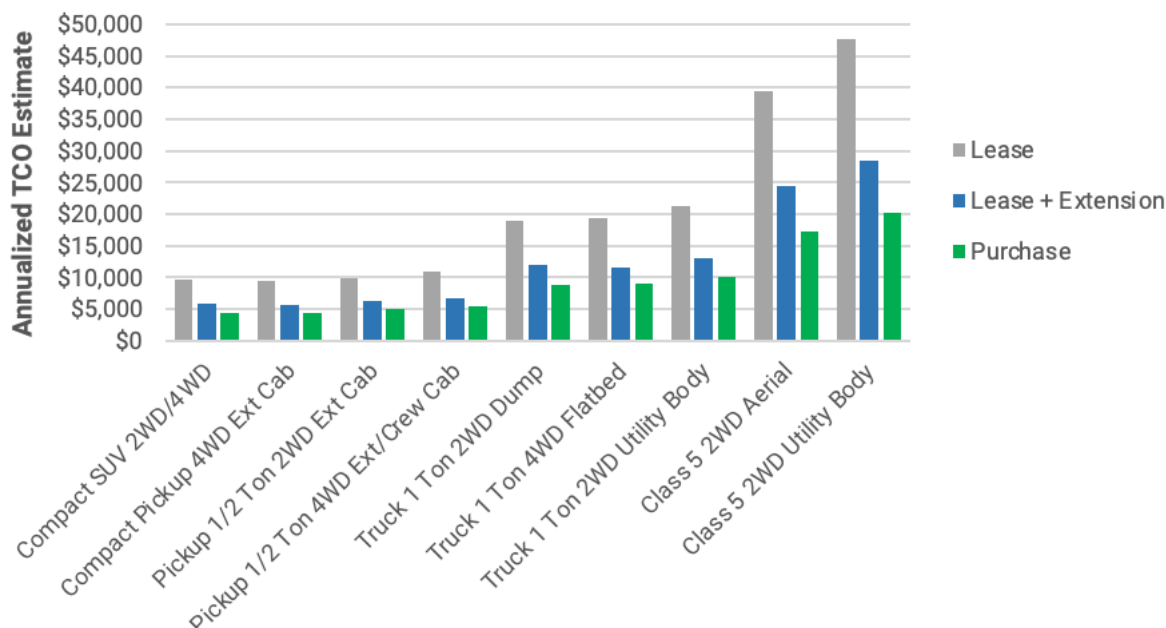
	Lease (5 years)	Lease + Extension (10 years)	Purchase (10 years)
Class 5 2WD Utility Body			
Initial Purchase Price	\$0	\$0	\$240,000
Initial Fees (licensing, delivery, badging)	\$2,790	\$5,580	\$2,790
Monthly depreciation charge (initial term)	\$4,000	\$4,000	\$0
Monthly leasing fee (initial term)	\$984	\$984	\$0
Monthly leasing fee (in extension)	-	\$25	\$0
Monthly sales tax (initial term)	\$386	\$386	\$0
Monthly sales tax (in extension)		\$2	
Monthly Insurance / self-insurance	\$63	\$63	\$63
Monthly maintenance fee	\$84	\$84	\$0
Lifespan Maintenance/Repair (out of pocket)	\$4,000	\$7,750	\$15,685
Lifecycle/Lease Term (months)	60	120	120
Residual Value	\$99,500	\$62,995	\$62,995
Total Cost of Ownership (TCO)	\$238,326	\$285,511	\$203,040
Annualized TCO	\$47,665	\$28,551	\$20,304

The following table and chart summarize the annualized TCO for each of these vehicle classifications.

Leasing versus Purchasing: Comparison of Annualized TCO for
Nine Fleet Classifications in Palm Desert

Class	Lease	Lease + Extension	Purchase
Compact SUV 2WD/4WD	\$9,706	\$5,874	\$4,384
Compact Pickup 4WD Ext Cab	\$9,423	\$5,742	\$4,356
Pickup 1/2 Ton 2WD Ext Cab	\$9,869	\$6,269	\$5,058
Pickup 1/2 Ton 4WD Ext/Crew Cab	\$11,102	\$6,885	\$5,389
Truck 1 Ton 2WD Dump	\$19,134	\$11,964	\$8,909
Truck 1 Ton 4WD Flatbed	\$19,444	\$11,662	\$9,003
Truck 1 Ton 2WD Utility Body	\$21,334	\$13,124	\$10,119
Class 5 2WD Aerial	\$39,553	\$24,468	\$17,276
Class 5 2WD Utility Body	\$47,665	\$28,551	\$20,304

Leasing versus Purchasing: Comparison of Annualized TCO for Nine Fleet Classifications in Palm Desert



This analysis shows that regardless of classification, purchasing results in a lower annualized TCO than either leasing option. The savings for ownership is greater for more expensive vehicles, but the ratio of costs remains fairly equal throughout. The annualized TCO of extended leasing is lower than the cost of leasing by 37-40% regardless of classification, and the annualized TCO of purchasing is lower than the cost of leasing by 49-57% regardless of classification.

These calculations do not include the cost to the City of managing the purchase and disposal of their fleet internally. This is covered below.

5. Fleet-Wide Annualized TCO Comparison

The total fleet-wide savings of leasing versus purchasing can be estimated by calculating the per-vehicle annualized TCO for each classification and multiplying it by the number of vehicles in that classification. The count of vehicles in the table below equals 56 in total, based on the recommendations of the fleet composition analysis completed earlier in this study.

Leasing versus Purchasing:
Annual Fleet-Wide Savings Realization in Palm Desert

Classification	Leased Units	Purchase Savings Over Leasing	Purchase Savings Over Leasing + Extension
Compact SUV 2WD/4WD	13	\$69,185	\$19,370
Compact Pickup 4WD Ext Cab	3	\$15,200	\$4,159
Pickup 1/2 Ton 2WD Ext Cab	4	\$19,246	\$4,843
Pickup 1/2 Ton 4WD Ext/Crew Cab	5	\$28,564	\$7,478
Truck 1 Ton 2WD Dump	1	\$10,225	\$3,054
Truck 1 Ton 4WD Flatbed	2	\$20,883	\$5,319
Truck 1 Ton 2WD Utility Body	2	\$22,429	\$6,009
Class 5 2WD Aerial	-	-	-
Class 5 2WD Utility Body	-	-	-
HD Dump/Tank/Jet/Vac Truck	1	-	-
Total	31	\$185,733	\$50,231

This analysis shows that converting all of the City's leased units to owned units would result in an annual savings of about \$185,000 if compared to 5-year leases, or \$50,000 if compared to a lease + extension model.

This analysis does *not* include the three heavy-duty trucks in the recommended fleet composition (a dump, a tanker, and a jet/vac truck) because no leasing cost data is available for them. It is assumed that all three – including the Class 5 unit which is currently leased and recommended for conversion to a HD Jet/Vac truck – will be purchased rather than leased.

Regardless of whether the City leases or owns its fleet, they should create a Fleet Coordinator position to oversee the acquisition, disposal, and maintenance/repair contracts that the fleet requires. This position is estimated at \$130,000 annually in salary and benefits, which is offset by the savings to be gained from owning the fleet. Based on this, fleet ownership is the most cost-effective approach for the City of Palm Desert.

5.3 Impact of Zero-Emission Vehicle Transition

As the composition of the fleet changes in the coming years, more of the fleet will be transitioned to zero-emission vehicles (ZEVs) in compliance with CARB regulations, as outlined in the analysis completed earlier in this study. As a result, the cost impact of leasing versus purchasing may shift. While the cost of future vehicles cannot be fully known, the following points summarize the key themes and trends within the annualized TCO dynamic as more of the fleet is replaced with zero-emissions units.

- **Vehicle Prices:** ZEVs will likely cost more than conventional units, at least in the immediate term. Because the City “purchases” vehicles in both a purchase or

leasing scenario (either through an up-front expense or a monthly depreciation charge, respectively), this part of the comparison will remain unchanged.

- **Depreciation and Residual Values:** While the market is still fluctuating, ZEVs tend to depreciate faster and have lower resale values than conventional fuels. This means that the residual value at the end of a 5-year lease would likely be lower, as would the resale value at the end of a 10-year lifecycle. Given the uncertainty around depreciation and resale value, the shorter leasing term offers some reduction in risk compared to the longer lifecycle of ownership
- **Technology Advances:** ZEV technology is advancing rapidly, creating a risk of technological obsolescence for owners. Leasing offers flexibility by allowing the city to regularly upgrade to the latest models, minimizing the risk of being stuck with outdated vehicles, whereas ownership carries the potential downside of outdated technology over time.
- **Charging Requirements:** Both leasing and purchasing will require the City to make arrangements for charging the electric vehicles added to the fleet. The cost would remain the same whether the vehicles are leased, or city owned.
- **Maintenance and Repair Cost:** ZEVs generally have lower maintenance and repair costs compared to conventional vehicles due to fewer mechanical components and no need for oil changes. This reduction in long-term maintenance expenses makes purchasing ZEVs more appealing because maintenance and repair costs are currently fairly significant factors in the cost of ownership for some classes. Maintenance and repair costs would be reduced under both the leasing and purchase options.
- **Fuel Cost:** While the cost of fuel for ZEVs is significantly lower than for traditional combustion engine vehicles, it will remain the same whether the vehicle is leased or purchased.

The cost impact for most of these factors is uncertain, and they are likely to continue to fluctuate. For other factors such as maintenance and fuel costs, the cost is largely unaffected by whether they vehicle is purchased or leased. Considering this, the findings of the cost comparison still favor ownership over leasing.

5.4 Non-Cost Factors

In addition to the total cost of ownership, the City should consider other, non-cost related factors in the decision to lease or purchase vehicles. These include:

- **Complexity versus Convenience:** Leasing simplifies fleet management by outsourcing maintenance, upgrades, and vehicle replacement, making it more convenient. Ownership requires more complex internal management, including maintenance scheduling, depreciation tracking, and replacement planning. These internal tasks can be handled by a Fleet Coordinator position to oversee the City's 55-60 vehicles.
- **Scalability:** Leasing allows for easier scalability as the fleet grows, providing the flexibility to quickly add vehicles as needed based on city needs. Leasing companies may be able to secure vehicles more quickly due to their purchasing power with manufacturers. Ownership requires larger initial capital outlays and more planning to scale up, especially for long-term fleet expansion. While ownership would require more capital resources initially to add vehicles, it would not prevent the City from complying with CARB regulations or making the transition to ZEVs.
- **Flexibility for Replacing/Right-Typing Vehicles:** Leasing provides more flexibility to replace or rotate vehicles as needs change, ensuring the fleet is right-sized and right-typed for different operational demands. Owning the fleet makes adjustments slower and less flexible, as replacement schedules depend on budget cycles and asset lifespans. Both leasing and ownership can accommodate the CARB regulations for ZEV adoption. But if the operational demands of the City's vehicles are expected to change notably in the coming years, leasing would allow more convenience – but not necessarily any cost savings – in accomplishing this.
- **Fleet Downtime and Shop Capacity:** Because the City of Palm Desert does not have its own maintenance shop, the maintenance and repair of vehicles cannot be performed by in-house staff. Contract arrangements are necessary. Under the leasing agreement, Enterprise provides a maintenance contract for a monthly per-vehicle fee, and the City holds other vendor contracts for repairs and specialized work. The arrangement under a fleet ownership model would be similar. The City could either create a maintenance contract with a fleet management company or manage multiple contracts with local vendors. Alternatively, they could explore the option of an Interagency Agreement (IA) with another municipality such as the City of Indio or Riverside County. Regardless of the fleet acquisition model selected, maintenance and repairs will be outsourced, with minimal impact on fleet availability, downtime, or performance.

While there are minor differences in factors such as complexity, scalability, flexibility, and fleet downtime, ultimately neither leasing nor owning presents an advantage so significant that it would outweigh the cost considerations. Both models offer viable

solutions for managing a municipal fleet, and the City's decision should primarily focus on the total cost of ownership to ensure the most financially sound approach.

Recommendations

The following recommendations pertaining to fleet acquisition should be adopted by the city:

10. Buy out the leases for the vehicles identified in this chapter.
11. Track capital and operating costs to fully understand the TCO of EV as it evolves.
12. Establish a contract(s) for third party maintenance to replace the Enterprise arrangement.

6. Fleet Replacement Plan

The following section summarizes the fleet replacement and electrification plan for the City, including descriptions and timelines of fleet leasing and replacement for each classification and each individual vehicle.

6.1 Recommendations

The City of Palm Desert should plan to transition from leased to owned vehicles across all classifications, maintain compliance with CARB regulations, and employ a Fleet Coordinator to oversee the management of the fleet.

1. Fleet Replacement Recommendations

The recommendations for vehicles fall into four categories depending on their current leasing status and the applicability of Advanced Clean Fleet (ACF) regulations:

- **City-Owned ACF-Applicable Vehicles:** Purchase replacements at the end of lifecycle, as outlined in the replacement plan.
- **City-Owned Light-Duty Vehicles:** Purchase replacements at the end of lifecycle, as outlined in the replacement plan. The City may purchase ICE, HEV, or ZEV units as long as manufacturers and dealers permit.
- **Leased ACF-Applicable Vehicles:** End leases and replace with purchased vehicles, or purchase vehicles out of the leases, within the next two years.
- **Leased Light-Duty Vehicles:** Buy vehicles out of their lease, then replace at the end of lifecycle, as outlined in the replacement plan. The City may purchase ICE, HEV, or ZEV units as long as manufacturers and dealers permit.

The following table illustrates this updated replacement plan. EV replacements are shown in blue, while hybrid or EV-optional replacements are shown in light green. ICE replacements are shown in orange. Vehicles recommended to be purchased out of their leases in 2025 are shown in gray.

Fleet Replacement Plan by Recommended Classification

Classification		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
City-owned																	
1 Ton 2WD Dump	ACF		1									1					
1 Ton 2WD Utility	ACF								1								
1 Ton 4WD Flatbed	ACF					2			1								
Class 4 Stencil Truck	ACF														1		
Class 5 2WD Aerial	ACF								1			1					
Class 5 2WD Utility	ACF	1													1		
Class 7 Dump Body	ACF											1					
Class 7 Tanker Truck	ACF														1		
1/2 Ton 2WD Ext Cab				1										1			
1/2 Ton 4WD Crew		1										1					
1/2 Ton 4WD Ext Cab		2	2	2								2	2	2			
Compact Pickup 4WD		1	1	2								1	1	2			
Compact SUV 2WD			1										1				
Compact SUV 4WD			1										1				
Electric Cart								2									
Leased																	
1 Ton 2WD Dump	ACF	1										1					
1 Ton 2WD Utility	ACF	1							1								
1 Ton 4WD Flatbed	ACF		2												2		
HD Jet/Vac Truck	ACF	1													1		
1/2 Ton 2WD Ext Cab		3					3										3
1/2 Ton 2WD Utility		1			1										1		
1/2 Ton 2WD w/Gate		1			1										1		
1/2 Ton 4WD Ext Cab		5				5										5	
Compact Pickup 4WD		3					3										3
Compact SUV 2WD		8			8										8		
Compact SUV 4WD		5		5										5			

2. Fleet Recommendations by Unit

The following table shows the recommendation and timeline for each individual vehicle in the fleet, including leasing and electrification considerations.

Fleet Replacement Recommendations and Plan: Individual Vehicles

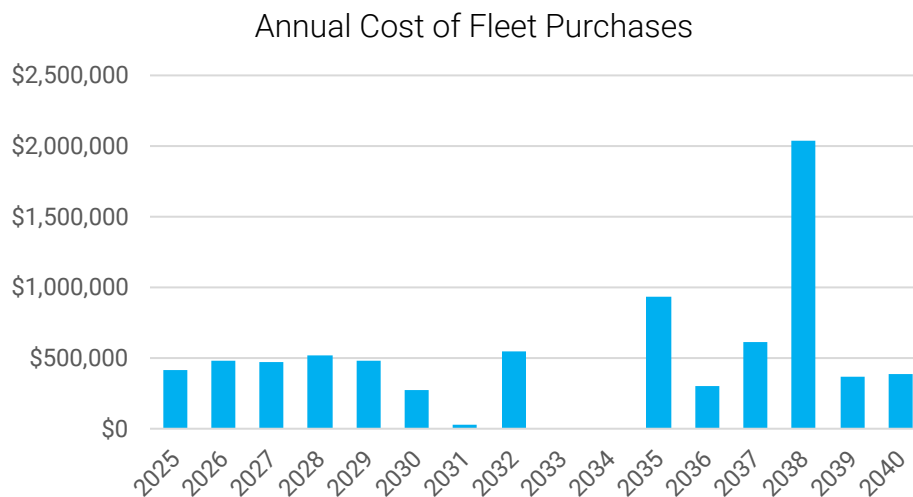
Unit	Status	Current Classification	ACF	Recommendation
1	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
2	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2027.
3	Owned	2004 F-350 Concrete Truck	ACF	Replace with Class 5 2WD Utility Body ICE in 2025. Replace with ZEV by 2038.
4	Lease	2018 F-350	ACF	Extend lease to 2026. Purchase ZEV Replacement in 2026.
5	Lease	2019 Ford Fusion	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
6	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.
7	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.
9	Owned	2019 F-750 Dump Truck	ACF	Replace with Class 7 Dump Body ZEV by 2035.
10	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.
11	Owned	2019 F-750 Water Truck	ACF	Replace with Class 7 Tanker Truck ZEV by 2038.
12	Owned	2022 F-450 Stencil Truck	ACF	Replace with Class 4 Stencil Truck ZEV by 2038.
45	Owned	2014 F-150	-	Replace with ICE, HEV, or ZEV in 2025.
46	Owned	2014 F-150 Truck	-	Replace with ICE, HEV, or ZEV in 2025.
47	Owned	2014 F-150	-	Replace with ICE, HEV, or ZEV in 2025.
48	Owned	2014 F-150	-	Dispose of vehicle in 2025 and eliminate from inventory.
56	Owned	2016 Ford F-350	ACF	Replace with 1 Ton 2WD Utility Body ZEV by 2032.
57	Owned	2016 GMC Sierra	-	Replace with ICE, HEV, or ZEV in 2026.
58	Owned	2016 GMC Sierra 1500	-	Replace with ICE, HEV, or ZEV in 2026.
59	Owned	2001 F-550 - Non operable	-	Dispose of vehicle in 2025 and eliminate from inventory.
60	Owned	2016 GMC Sierra 1500 Truck	-	Replace with ICE, HEV, or ZEV in 2026.
61	Owned	2016 GMC Sierra 1500	-	Replace with ICE, HEV, or ZEV in 2026.
62	Owned	2016 Ford Flex SE Sedan	-	Replace with ICE, HEV, or ZEV in 2026.
63	Owned	2016 F-350 Dump Truck	ACF	Replace with 1 Ton 2WD Dump ICE in 2026. Replace with ZEV by 2035.
64	Owned	2016 F-350 Flat Bed	ACF	Replace with 1 Ton 4WD Flatbed ZEV by 2032.
65	Owned	2017 Chevy Colorado	-	Replace with ICE, HEV, or ZEV in 2027.
66	Owned	2017 Chevy Colorado	-	Replace with ICE, HEV, or ZEV in 2027.
67	Owned	2017 F-150 Truck	-	Replace with ICE, HEV, or ZEV in 2027.
68	Owned	2017 F-150 ext-cab	-	Replace with ICE, HEV, or ZEV in 2027.
69	Owned	2017 F-150 ext-cab	-	Replace with ICE, HEV, or ZEV in 2027.
70	Owned	2017 GMC 3500 Flatbed	ACF	Replace with 1 Ton 4WD Flatbed ZEV by 2029.
71	Owned	2017 GMC 3500 Flatbed	ACF	Replace with 1 Ton 4WD Flatbed ZEV by 2029.
72	Owned	2017 Ford-F550 Bucket Truck	ACF	Replace with Class 5 2WD Aerial ZEV by 2032.

Unit	Status	Current Classification	ACF	Recommendation
77	Lease	2018 F-350	ACF	Buy the vehicle out of the lease in 2025. Purchase ZEV replacement by 2032.
78	Lease	2018 F-150 4x4	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2029.
79	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2029.
80	Lease	2018 Ford Escape	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
81	Lease	2018 Ford Escape	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
82	Lease	2018 F-350	ACF	Extend lease to 2026. Purchase ZEV Replacement in 2026.
83	Lease	2018 Ford Fusion	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
84	Lease	2018 Ford F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
85	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2029.
86	Lease	2018 F-550/Ditch Witch	ACF	End lease and purchase HD Vac Truck ICE in 2025. Replace with ZEV by 2038.
87	Lease	2018 F-350 DUMP	ACF	End lease and purchase 1 Ton 2WD Dump ICE in 2025. Replace with ZEV by 2035.
88	Lease	2018 Ford Flex	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
89	Lease	2018 Ford Fusion	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
90	Lease	2018 Ford Escape Eps	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
91	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2029.
92	Lease	2018 F-150 Truck	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2027.
93	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2029.
94	Lease	2019 Ford Flex	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2028.
95	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.
96	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2027.
97	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.
98	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2027.
99	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2030.

Unit	Status	Current Classification	ACF	Recommendation
100	Lease	2018 F-150	-	Buy the vehicle out of the lease in 2025. Replace with ICE, HEV, or ZEV in 2027.
224	Owned	2002 Ford NEV (Green)	-	Dispose of vehicle at end of lifecycle and do not replace.
253	Owned	2006 F-150 Super Crew	-	Replace with ICE, HEV, or ZEV in 2025.
275	Owned	Humdinger	-	Replace with Electric Cart in 2031.
287	Owned	Flat Bed Utility Cart	-	Replace with Electric Cart in 2031.
556	Owned	2020 F-550 Bucket Truck	ACF	Replace with Class 5 2WD Aerial ZEV by 2035.

3. Fleet Replacement Funding

The following table provides cost estimates for this plan over the coming years, presented in current year dollars. It assumes that city-owned vehicles can be sold for a residual value of 15% of the purchase price, and that leased vehicles can be bought out of their lease for only a service fee once the book value has been fully depreciated over the original lease term.



The increase in 2038 is due to a confluence of multiple replacements due that year; this can be addressed by replacing some of them early, using an annual fleet replacement allocation.

The cost of capital fleet replacement for the recommended fleet composition is estimated at \$300,000 per year. In the initial years however, a greater expenditure will be required to bring outdated fleet assets up to date and replace leased vehicles with purchased ones.

4. Staffing and Contracting

The City should enter into a contract for preventive maintenance on the fleet and additional contracts for repairs and specialized fleet work. When vehicles are under warranty, dealership services should be utilized. Otherwise, the Fleet Coordinator should manage maintenance and repair contracts. These may be with other government agencies such as a nearby city or the County of Riverside, or with a private vendor such as a fleet management company.

The City should hire a Fleet Coordinator position to manage the fleet. This position differs from a traditional fleet manager because they would not oversee a mechanic shop, but they would be responsible for acquisition, disposal, managing vendor contracts for maintenance and repairs, and managing the City's fleet management software. The following summarizes the key duties and costs for this position:

Fleet Coordinator	<ul style="list-style-type: none"> • Work with city departments to develop vehicle specifications based on operational needs.
Reports to Streets Maintenance Supervisor	<ul style="list-style-type: none"> • Manage the acquisition of fleet vehicles, ensuring timely procurement and delivery.
Salary/Benefits Estimate: \$130,000 per year	<ul style="list-style-type: none"> • Oversee contracts for vehicle upfitting, badging, and preparation for end-of-life, as well as routine maintenance, repairs, and specialized work. • Handle vehicle disposal, ensuring compliance with city policies and procedures. • Assist with capital planning to support fleet sustainability and growth. • Act as the power user of fleet management software, including vehicle tracking and location systems.

6.2 Fleet Replacement Steps

The following table outlines the key steps for the City to implement the recommendations above, including the year, responsibility, and estimated cost of each step.

Action	Year	Responsibility	Cost Estimate
Extend Leases for Units #4 and #82 until 2026	2024	Public Works / Purchasing	\$1,210 / month
Hire Fleet Coordinator	2025	City Manager's Office / Director of Public Works	\$130,000 / year
Contract for Fleet PMs & Repairs of Owned Vehicles	2025	Fleet Coordinator	Similar to current rates

Action	Year	Responsibility	Cost Estimate
Purchase 26 leased light-duty (non-ACF) vehicles out of their leases	2025	Fleet Coordinator	\$10,400 in service fees
Replace Unit #3 (2004 F-350 Concrete Truck) with Class 5 Utility Body ICE as planned	2025	Fleet Coordinator	\$212,900
Terminate lease for Unit #86 (2018 F-550) and replace with purchased HD Vac Truck ICE as planned	2025	Fleet Coordinator	\$248,400
Terminate lease for Unit #87 (2018 F-350 Dump) and replace with purchased 1 Ton 2WD Dump ICE as planned	2025	Fleet Coordinator	\$98,300
Follow replacement and disposal plan as presented.	2026 and onward	Fleet Coordinator	\$390,000 / year in total cost of ownership, including \$300,000 in capital replacement.

Recommendations

The following recommendations pertaining to fleet replacement should be adopted by the city:

13. Establish a fleet coordinator position to coordinate fleet activities.
14. Action the inventory changes outlined in Section 6.2.
15. Adopt a smoothed replacement plan with initial funding of \$300,000 annually.

7. Fleet Maintenance Plan

Fleet maintenance and repair processes significantly affect vehicle availability, reliability, safety, cost efficiency, and environmental impact. The main components of fleet maintenance include technician labor, facilities and equipment, parts, and outsourced (sublet) services. The goal for fleet managers is to integrate these components to optimize performance while minimizing costs.

7.1 Maintenance Overview

A fleet maintenance and repair plan outlines strategies and procedures to ensure a fleet remains safe, efficient, and operational. The benefits of having a preventative maintenance (PM) plan for the fleet include:

- **Lower operating costs:** Regular maintenance can help avoid major mechanical problems and breakdowns, which can be costly and unexpected.
- **Lower repair costs:** Scheduled check-ups can help identify and repair minor issues before they become more expensive.
- **Enhance safety:** Regular maintenance can help prevent accidents and ensure vehicles are safe to drive.
- **Resale value:** Well-maintained vehicles with a documented service history will be worth more at auction.
- **Reduce downtime:** Regular PM can help minimize downtime and the associated costs.
- **Fuel management:** Well-maintained vehicles have better fuel efficiency.

This section provides a summary of best practices regarding fleet maintenance, a recommended listing of PM tasks and intervals by vehicle classification for the City, a staffing recommendation for fleet maintenance, and an appendix containing a framework for the development of a more comprehensive fleet maintenance program and policy, should the City desire it.

7.2 Best Practices for Fleet Maintenance

Creating and adhering to a proactive PM program is essential to the safe and efficient operation of fleet vehicles and there are other maintenance best practices that fleet operations should adhere to. As Palm Desert does not have garage operations, the focus is on best practices for outsourced repair services.

- Have a formal, written PM program that delineates all services needed for maintenance on a vehicle. This written program sets out the expectations on what service is needed at the prescribed interval, following manufacturer

recommendations for each vehicle class or type. The program can be disseminated to all fleet vehicle users so that each department can plan for vehicle maintenance and amend work schedules as needed.

- Designate PM intervals in the program based on time and use, aligned with manufacturer recommendations. These intervals can be amended based on the usage of the vehicle or can be tailored to a department's needs. More frequent intervals can be used if the vehicle experiences higher mileage in extreme conditions or can be lengthened if a vehicle is not used as often as anticipated.
- Set benchmarks for user compliance with the program. Best practice in the fleet industry is that 90% of all PM inspections should be completed within 30 days of when the services are due. By tracking the timing of completion, a fleet operation can alert users of upcoming inspections and those that are past due.
- Include instructions for roadside breakdowns. Provide contacts for fleet personnel or towing contractors to get a vehicle into a shop quickly and minimize downtime.
- Ensure maintenance schedules for off-road vehicles and construction equipment are included in the plan.
- Re-examine outsourcing versus insourcing options for PM programs regularly. A change in fleet composition such as a large influx of vehicles may necessitate a change in the maintenance plan.
- Include warranty recovery in any maintenance program. When vehicles have issues that may be covered under warranty, pursuing the warranty claims can lessen the expense of repairs. Dealership involvement in the warranty recovery process is essential to maintain a vehicle in peak condition.
- Ensure that the shops selected to implement the PM program have an adequate number of technicians to complete work in a timely manner. They should also have shop hours that correspond to the working hours of Palm Desert employees. The shop should have a good reputation and communicate all information about repairs in a timely manner.
- Stipulate how customers will be contacted to advise them on the repair status of vehicles. This contact can be in the form of phone calls or emails. There should also be a mechanism for customers to contact the repair facility, or an internal fleet contact.
- Record work orders from all PM and repairs in a master database. This allows for the information to be easily analyzed for future benchmarking and reviews of the maintenance program.
- Monitor fleet downtime on a consistent basis. Fleet personnel should be in regular communication with repair shops and department personnel to facilitate timely repairs and work to have vehicles returned quickly.
- Include a formal performance measurement system as part of the PM and repair program. Benchmarks or key performance indicators (KPIs) should be developed to monitor the efficiency and effectiveness of the maintenance program.

- Enforce pre-trip and post-trip inspections of vehicles. The inspections can be used to flag items of concern so that they can be addressed as quickly as possible.
- Monitor the PM and repair program. There should be a full-time fleet position assigned to analyze fleet data and seek improvement in the program. This position can also work with all outsourced maintenance shops to facilitate repairs, communicate with all departments, and provide input into vehicle acquisitions and disposals.

7.3 Preventive Maintenance Plan

Maintenance plans can be customized vehicles by manufacturer, class or type. For Palm Desert, a maintenance plan was reviewed for the following types of vehicles:

- Compact SUV 2WD/4WD
- Compact Pickup, 4WD, Extended Cab
- ½ Ton Pickup, 2WD, Extended Cab
- ½ Ton Pickup, 4WD, Extended Cab
- 1 Ton Truck, 2WD, Dump Body
- 1 Ton Truck, 2WD, Utility Body
- 1 Ton Truck, 4WD, Flatbed
- Class 5 Truck, 2WD, Aerial – Altec 24' Arm
- Class 5 2WD, Utility Body
- Class 7 Truck, Dump/Tank/Jet/Vac

The Federal Highway Administration (FHA) considers that vehicles fall into a certain class of vehicle according to its Gross Vehicle Weight Rating (GVWR). These classes are:

Gross Vehicle Weight Rating (lbs)	Federal Highway Administration	
	Vehicle Class	GVWR Category
> 6,000	Class 1: < 6,000 lbs	Light Duty < 10,000 lbs
10,000	Class 2: 6,001 – 10,000 lbs	
14,000	Class 3: 10,001 – 14,000 lbs	Medium Duty 10,001 – 26,000 lbs
16,000	Class 4: 14,001 – 16,000 lbs	
19,500	Class 5: 16,001 – 19,500 lbs	
26,000	Class 6: 19,501 – 26,000 lbs	
33,000	Class 7: 26,001 – 33,000 lbs	Heavy Duty > 26,001 lbs
> 33,000	Class 8: > 33,001 lbs	

Figure 1: Vehicle Weights and Categories. Source: US Dept of Energy - Alternative Fuels Data Center⁸

⁸ <https://afdc.energy.gov/data/10380>

As many different types of vehicles can fall into the same class because of the GVWR, it is better to have PM plans by vehicle class rather than customizing a plan per vehicle type. This eliminates the need for numerous plans that are overly cumbersome to implement and track while leaving room to customize for a specific piece of equipment that may require extra attention because of additional added equipment.

If the FHA standards for vehicles classes are used, vehicles will fall into the following classes:

Vehicle Type	Vehicle Class
Compact SUV, Compact Pickup	Class 1
½ Ton Pickup	Class 2
1 Ton Pickup	Class 3

The Class 5 and Class 7 units listed above are self-explanatory as to which classes they will fall into for a PM program.

The basic PM schedules for Classes 1 through 3 are below. These schedules can be modified, if necessary, when usage patterns indicate more or less mileage intervals than average.

Service	Interval	Components
CLASS 1: Compact SUV or Pickup		
PM A	6 months, or 5,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure
PM B	12 months, or 10,000 miles if reached first.	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Check Brake Linings

Service	Interval	Components
PM C	24 months, or 30,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Check Brake Linings • Replace All Other Filters • Repack Wheels Bearings if Needed • Check Transfer Case and Service if Needed • Check Differential and Service if Needed
Checklist Items for All Services		<ul style="list-style-type: none"> • Check All Lights • Check all Wiring • Inspect Undercarriage • Check all Safety Equipment • Inspect Body/Paint • Check Battery/Electrical System • Inspect Engine Area • Check Wipers
CLASS 2: Pickup 1/2 Ton 2WD or 4WD		
PM A	6 months, or 5,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure
PM B	12 months, or 15,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Check Brake Linings

Service	Interval	Components
PM C	24 months, or 30,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Check Brake Linings • Replace All Other Filters • Repack Wheels Bearings if Needed • Check Transfer Case and Service if Needed • Check Differential and Service if Needed • Check Automatic Transmission, All Lines and Hoses, Radiator, Condenser, Coolant, Exhaust System, Axles and Ball Joints.
Checklist Items for All Services		<ul style="list-style-type: none"> • Check All Lights • Check all Wiring • Inspect Undercarriage • Check all Safety Equipment • Inspect Body/Paint • Check Battery/Electrical System • Inspect Engine Area • Check Wipers
CLASS 3: Pickup 1 Ton 2WD or 4WD		
PM A	6 months, or 7,500 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure
PM B	12 months, or 15,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Inspect Wheels • Inspect Pads, Rotors, Shoes, Drums, Linings, Hoses and Parking Brake • Inspect Exhaust System • Inspect Cooling System • Inspect Axle and Joints • Replace Cabin Air Filter

Service	Interval	Components
PM C	24 months, or 30,000 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure • Check Brake Linings • Replace All Other Filters • Repack Wheels Bearings if Needed • Check Transfer Case and Service if Needed • Check Differential and Service if Needed • Check Automatic Transmission, All Lines and Hoses, Radiator, Condenser, Coolant, Exhaust System, Axle and Ball Joints.
Checklist Items for All Services		<ul style="list-style-type: none"> • Check All Lights • Check all Wiring • Inspect Undercarriage • Check all Safety Equipment • Inspect Body/Paint • Check Battery/Electrical System • Inspect Engine Area • Check Wipers • Check All Upfit Beds for Stability and Repair Items

When discussing the maintenance intervals for a Class 5 vehicle, each manufacturer has their own schedule for the vehicles they manufacture. As an example, the PM schedule for a diesel-fueled Ford F-550 follows.

Service	Interval	Components
CLASS 5: Ford F-550 Diesel		
PM A	6 months or 7,500 miles if reached first	<ul style="list-style-type: none"> • Change Oil and Filter • Rotate Tires • Refill the DEF Tank • Check Air Filter • Inspect Brake System • Inspect Engine and Cooling System • Inspect Exhaust System and Heat Shields • Inspect Axles and U-Joints • Inspect Linkage, Joints, Suspension, Tie-Rods, and Driveshaft • Lube Chassis as Required • Check and Fill all Fluid Levels • Check Tire Pressure
PM B	12 months or 20,000 miles if reached first	<ul style="list-style-type: none"> • Complete All Services under PM A plus Replace Cabin Air Filter
PM C	24 months or 30,000 miles if reached first	<ul style="list-style-type: none"> • Complete All Services under PM B plus Replace Engine Air Filter
Additional Interval Maintenance	50,000 miles	<ul style="list-style-type: none"> • Replace Engine Air Inlet Foam Filter
	60,000 miles	<ul style="list-style-type: none"> • Replace Front Wheel Bearing Grease and Grease Seals
	90,000 miles	<ul style="list-style-type: none"> • Inspect Accessory Drive Belt(s)
	150,000 miles	<ul style="list-style-type: none"> • Change Automatic Transmission Fluid and Filter • Replace Accessory Drive Belt(s) • Replace Front Wheel Bearings and Seals • Change Axle Fluid
Checklist Items for All Services		<ul style="list-style-type: none"> • Check All Lights • Check all Wiring • Change Brake Fluid Every Three Years • Inspect Undercarriage • Check all Safety Equipment • Inspect Body/Paint • Check Battery/Electrical System • Inspect Engine Area • Check Wipers • Check All Upfit Beds for Stability and Repair Items • Conduct Annual Inspections and Testing on all Booms and Cranes

Class 7 vehicles have extensive maintenance and repair schedules due to the size of the vehicle and the number of intricate systems that need inspection. Because of this, it is hard to break down the maintenance schedule into a simple table. As an example, the maintenance schedule for a Class 7 Freightliner M2 106 is encompassed in a 197-page document. This maintenance schedule can be found at [Business Class M2 Maintenance Manual.pdf](#)

7.4 Staffing

As Palm Desert does not have a fleet garage and outsources all maintenance, there are no staffing recommendations to be made regarding technicians. As discussed in the leasing analysis however, Palm Desert should consider having a dedicated Fleet Coordinator to assume the fleet management responsibilities which will accompany a larger city-owned fleet. The Fleet Coordinator would review PM parameters for the fleet and track compliance. They would also establish contracts with preferred third-party service providers and review all invoices to ensure that services are provided according to contract.

Recommendations

The following recommendations pertaining to fleet maintenance should be adopted by the city:

16. Create a formal PM program along the parameters described in this chapter.
17. Track user compliance with the PM program. With the goal 90% of all PM inspections completed within 30 days of when the services are due.
18. Include warranty recovery in the maintenance program.
19. Record work orders from all PM and repairs in a master database.
20. Enforce pre-trip and post-trip inspections of vehicles.

8. Implementation Guidance

A full list of recommendations by priority and the level of effort required to address them is included below. Priorities are allocated as A, B, C, and D indicating in which order they should be completed. The level of effort is assigned as:

1: requires less than \$25,000 or six months to achieve.

2: requires between 6 and 12 months and \$25,000 to \$50,000 to achieve.

3: requires more than 12 months and \$50,000 to achieve.

#	Recommendation	Priority	Effort
1.	Adopt the ACF Milestones approach offered by CARB for ZEV compliance.	A	1
2.	Report the option selected and vehicle selection information through TRUCRS.	C	1
3.	Adopt the fleet right-sizing recommendations made in Section 4 including eliminating Unit #48 and Unit #59.	B	1
4.	Establish a fleet utilization and right-sizing plan which includes utilization policies and thresholds, provisions for lightly-used assets, and a process for collecting and reviewing utilization data at least annually to make decisions about fleet composition and efficiently decommissioning assets.	C	2
5.	Adopt a replacement policy based on asset replacement cycle guidelines similar to those recommended in this report. Create a multi-year replacement plan based on the anticipated lifecycles, TCO maximization, and industry norms.	C	2
6.	Complete the entry of all fleet assets and data into Cartegraph along with the recommended preventive maintenance cycles. Supplement this tool with fueling, telematics, and GeoTab data to assess utilization trends and the efficiency of fleet usage.	B	1
7.	Formalize the City's motor pool policies and reservation system.	C	1
8.	Create a policy for developing fleet specifications. Specifications should be developed in collaboration with user groups early in the process, and they should be informed by their specific job requirements as well as the utilization review findings. Specifications should lead to standardized classifications as much as possible, and they should include non-technical requirements such as parts lists, repair manuals, diagnostic tools, and training.	C	2

#	Recommendation	Priority	Effort
9.	Establish a department cost charge-back system to promote transparency and incentivize fleet users to reduce ownership and operating costs.	D	3
10.	Purchase the 26 leased light-duty (non-ACF) vehicles out of their leases in 2025 and schedule them for replacement according to recommended lifecycle.	B	1
11.	Track capital and operating costs to fully understand the TCO of EV as it evolves.	D	1
12.	Enter into a contract for preventive maintenance on the fleet and additional contracts for repairs and specialized fleet work. These may be with a nearby city, the County of Riverside, or with a private vendor such as a fleet management company.	B	2
13.	Establish a Fleet Coordinator position to oversee acquisition, disposal, managing vendor contracts for maintenance and repairs, and managing the City's fleet management software.	A	2
14.	Action the fleet inventory changes outlined in Section 6.2: Extended the leases for Unit #4 and Unit #82 to 2026. Terminate the leases for Unit #86 and Unit #87 in 2025. Replace Unit #86 with a purchased HD Vac Truck ICE as planned. Replace Unit #87 with a purchased 1 Ton 2WD Dump ICE as planned. Replace Unit #3 with a Class 5 Utility Body ICE as planned in 2025.	B	3
15.	Adopt a smoothed replacement plan and allocate \$300,000 per year – increasing in future years to account for inflation – for capital fleet replacement.	D	3
16.	Create a formal preventive maintenance program along the parameters described in Section 7. Use Cartegraph to manage the program.	B	1
17.	Track user compliance with the PM program, with the goal 90% of all PM inspections completed within 30 days of when the services are due.	D	2
18.	Include warranty recovery in the maintenance program.	D	1
19.	Record work orders from all PM and repairs in a master database.	D	2
20.	Enforce pre-trip and post-trip inspections of vehicles.	D	1

Appendix A: List and Terms of Leased Vehicles

A detailed summary listing of the leased vehicles was completed to determine whether leasing is the best option for the City going forward. Some important lease terms are defined:

Lease Start: Start date of the lease with Enterprise.

Lease End: End date of the lease with Enterprise.

Initial Payment: First payment made to Enterprise that covers the partial time between the lease start to the first full month, plus the first full month.

Monthly Payment: Payment made each month to Enterprise. This payment includes insurance, maintenance program and sales tax.

Capital Price: The price of the new vehicle from Enterprise. This would have been the price if the vehicle had been purchased outright.

Book Value: Value of the vehicle that Enterprise has on its books at the end of the lease term.

The following table summarizes the initial leasing terms of all 31 leased vehicles.

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
90	SUV Small	04/16/2018	05/01/2023	\$1,301.94	\$522.19	\$23,391.58	\$4,444.18
80	SUV Small	04/10/2018	05/01/2023	\$1,500.86	\$630.35	\$26,474.00	\$2,647.40
81	SUV Small	04/20/2018	05/01/2023	\$1,556.55	\$609.19	\$26,421.00	\$2,641.80
78	Truck LD ½ Ton	04/16/2018	05/01/2023	\$4,135.33	\$787.96	\$33,972.25	\$3,397.45
79	Truck LD ½ Ton	04/06/2018	05/01/2023	\$1,418.20	\$758.29	\$33,049.20	\$3,304.80
84	Truck LD ½ Ton	04/06/2018	05/01/2023	\$1,422.67	\$681.20	\$30,827.20	\$5,857.00
85	Truck LD ½ Ton	04/10/2018	05/01/2023	\$1,853.17	\$673.22	\$30,855.20	\$5,862.20
91	Truck LD ½ Ton	04/06/2018	05/01/2023	\$1,942.94	\$673.22	\$30,855.20	\$5,862.20
92	Truck LD ½ Ton	04/06/2018	05/01/2023	\$1,942.94	\$673.22	\$30,855.20	\$5,862.20
93	Truck LD ½ Ton	04/12/2018	05/01/2023	\$1,673.51	\$685.23	\$31,038.52	\$5,897.32
95	Truck LD ½ Ton	01/09/2019	02/01/2024	\$1,801.87	\$709.50	\$29,983.15	\$2,998.15
96	Truck LD ½ Ton	01/09/2019	02/01/2024	\$1,942.88	\$706.61	\$29,840.47	\$2,983.87
97	Truck LD ½ Ton	01/30/2019	02/01/2024	\$1,357.26	\$743.29	\$31,654.37	\$3,165.17
98	Truck LD ½ Ton	01/30/2019	02/01/2024	\$1,357.26	\$743.29	\$31,654.37	\$3,165.17
99	Truck LD ½ Ton	01/18/2019	02/01/2024	\$1,644.98	\$743.29	\$31,654.37	\$3,165.17
100	Truck LD ½ Ton	01/18/2019	02/01/2024	\$1,790.98	\$743.29	\$31,654.37	\$3,165.17
1	Truck LD ½ Ton	01/15/2019	02/01/2024	\$1,862.90	\$743.29	\$31,654.37	\$3,165.17

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
7	Truck LD ½ Ton	01/30/2019	02/01/2024	\$1,348.62	\$743.29	\$31,654.37	\$3,165.17
2	Truck LD ½ Ton	01/09/2019	02/01/2024	\$2,125.54	\$750.42	\$31,936.38	\$3,193.38
10	Truck LD ½ Ton	01/18/2019	02/01/2024	\$1,790.98	\$743.29	\$31,654.37	\$3,165.17
6	Truck LD ½ Ton	02/07/2019	03/01/2024	\$1,440.99	\$729.76	\$30,933.83	\$3,093.23
77	Truck MD 1 Ton	04/30/2018	05/01/2022	\$16,697.86	\$1,106.03	\$41,303.77	\$5,617.21
82	Truck MD 1 Ton	05/08/2018	06/01/2023	\$17,465.35	\$1,047.94	\$42,671.82	\$1,066.02
4	Truck MD 1 Ton	07/12/2019	08/01/2024	\$18,085.68	\$1,046.49	\$43,892.00	\$2,857.80
86	Truck MD Class 5	05/07/2018	06/01/2023	\$15,561.23	\$1,128.55	\$48,647.50	\$4,864.90
87	Truck MD 1 Ton Dump	04/30/2018	05/01/2023	\$11,424.65	\$1,122.38	\$45,906.00	\$459.00
88	Sedan	04/12/2018	05/01/2023	\$1,716.92	\$687.00	\$29,056.00	\$2,905.60
94	Sedan	01/15/2019	02/01/2024	\$1,654.20	\$678.76	\$28,856.99	\$2,885.99
89	Sedan	05/07/2018	06/01/2023	\$2,864.82	\$566.20	\$23,200.00	\$2,320.00
83	Sedan	05/04/2018	06/01/2023	\$1,679.24	\$560.22	\$23,200.00	\$2,320.00
5	Sedan	01/15/2019	02/01/2024	\$1,238.02	\$475.41	\$18,876.99	\$1,887.99

The following table summarizes the leasing terms after initial lease termination (lease extension).

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
90	SUV Small	05/01/2023	07/01/2025	\$901.36	\$121.61	\$23,391.58	\$1.00
80	SUV Small	05/01/2023	12/01/2024	\$1,805.42	\$134.91	\$26,474.00	\$1.00
81	SUV Small	05/01/2023	01/01/2025	\$1,868.97	\$121.61	\$26,421.00	\$1.00
78	Truck LD ½ Ton	05/01/2023	01/01/2025	\$1,136.67	\$136.90	\$40,173.60	\$1.00
79	Truck LD ½ Ton	05/01/2023	12/01/2024	\$796.81	\$136.90	\$33,049.20	\$1.00
84	Truck LD ½ Ton	05/01/2023	08/01/2024	\$886.54	\$145.07	\$30,827.20	\$1.00
85	Truck LD ½ Ton	05/01/2023	07/01/2025	\$1,831.80	\$138.77	\$30,855.20	\$1.00
91	Truck LD ½ Ton	05/01/2023	08/01/2024	\$1,141.82	\$145.10	\$30,855.20	\$1.00
92	Truck LD ½ Ton	05/01/2023	08/01/2024	\$1,365.30	\$136.27	\$30,855.20	\$1.00
93	Truck LD ½ Ton	05/01/2023	08/01/2024	\$1,053.82	\$96.47	\$31,038.52	\$1.00
95	Truck LD ½ Ton	02/01/2024	08/01/2024	\$1,709.80	\$653.33	\$29,987.15	\$1.05
96	Truck LD ½ Ton	02/01/2024	08/01/2024	\$2,189.01	\$644.97	\$29,840.47	\$1.02
97	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,269.31	\$655.34	\$31,654.37	\$1.03
98	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,613.81	\$655.34	\$31,654.37	\$1.03
99	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,534.51	\$632.82	\$31,654.37	\$1.00
100	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,680.51	\$632.82	\$31,654.37	\$1.00
1	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,743.20	\$623.59	\$31,654.37	\$1.00
7	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,287.59	\$682.26	\$32,318.51	\$1.06

#	Vehicle Type	Lease Start	Lease End	Initial Payment	Monthly Payment	Capital Price	Book Value
2	Truck LD ½ Ton	02/01/2024	08/01/2024	\$2,022.02	\$683.13	\$31,936.38	\$1.00
10	Truck LD ½ Ton	02/01/2024	09/01/2024	\$1,667.71	\$642.07	\$31,654.37	\$1.00
6	Truck LD ½ Ton	03/01/2024	09/01/2024	\$1,374.06	\$662.83	\$30,933.86	\$1.00
77	Truck MD 1 Ton	05/01/2022	02/01/2025	\$12,431.72	\$129.94	\$41,303.77	\$1.00
82	Truck MD 1 Ton	06/01/2023	10/01/2024	\$11,532.17	\$163.87	\$42,671.82	\$1.00
4	Truck MD 1 Ton	07/12/2019	08/01/2024	\$18,085.68	\$1,046.49	\$43,892.00	\$2,857.80
86	Truck MD Class 5	06/01/2023	02/01/2025	\$3,803.39	\$174.09	\$48,742.50	\$1.00
87	Truck MD 1 Ton Dump	05/01/2023	06/01/2025	\$1,157.03	\$168.67	\$46,001.00	\$1.00
88	Sedan	05/01/2023	01/01/2025	\$1,968.69	\$138.77	\$29,056.00	\$1.00
94	Sedan	02/01/2024	09/01/2024	\$1,546.34	\$570.90	\$28,856.99	\$1.06
89	Sedan	06/01/2023	01/01/2025	\$2,433.53	\$134.91	\$23,200.00	\$1.00
83	Sedan	06/01/2023	01/01/2025	\$1,253.93	\$134.91	\$23,200.00	\$1.00
5	Sedan	02/01/2024	09/01/2024	\$1,174.21	\$411.60	\$18,876.99	\$1.06

Appendix B: Comprehensive Maintenance Plan Framework

Fleet maintenance extends beyond PM work. It includes decisions about outsourcing, contract management, parts inventories, and the relationship between repair costs and lifecycles. This appendix provides a framework and sample outline for a more comprehensive fleet maintenance plan.

B.1 Steps to Create a Maintenance Plan

For organizations who do not have a program, or who wish to revamp their program, the following actions are needed.

Create a Fleet inventory. Document each asset in the fleet that requires preventive maintenance. Include pertinent asset information such as make, model, odometer reading, last inspection, and maintenance history.

Track Service History. Maintaining thorough maintenance records can assist mechanics in understanding the health of a vehicle and its components. It will show vehicles that follow a formal PM schedule and allow maintenance planners to prioritize upcoming maintenance needs.

Create a Maintenance Tasks and Interval List. The Original Equipment Manufacturers (OEMs) Guidelines are a good starting place for establishing the maintenance tasks and intervals that should be used. Time and experience with specific vehicle types will be beneficial in adjusting as warranted.

Create a PM Calendar. Knowing the maintenance history of the fleet inventory and the OEM recommended task list allows maintenance planners to create an online M calendar for all fleet assets. The calendar will describe when inspections or work is required and what type of maintenance will be performed. The calendar is usually tied to odometer readings of specific assets.

Track Odometer Readings. The final element in establishing a program is to ensure there is a method in place to track odometer readings that trigger PMs.

Most PM schedules are based around mileage and hour intervals, so fleet managers rely heavily on odometer readings to manage maintenance. These readings may be captured through telematics or the fuel system. Automated mileage capture is best practice as it eliminates human error associated with entering mileage. Accurate odometer readings allow maintenance planners to adhere to PM schedules by setting up service schedules the fleet or maintenance management software and receiving reminders based on odometer updates.

In general terms, the following list shows the basic components that should be part of any PM checklist. Detailed checklists by vehicle class are included in the Appendix to this report.

- Change engine oil and filter.
- Rotate tires and check PSI.
- Check air and cabin air filters (change if needed).
- Check brake system/replace worn components.
- Check exhaust system.
- Lubricate grease fittings.
- Check fluid levels (coolant, brake, power steering, transmission, differential, transfer case, master cylinder, etc.).
- Check belts and hoses.
- Check lighting systems.
- Check safety systems/equipment (if applicable).
- Check coupling devices (for trailers).

Note that this list should be amended significantly for electric vehicles as the mechanical components are significantly changed and reduced.

B.2 Condition Assessments

Vehicle condition assessments are detailed evaluations of a of a vehicle's condition. These assessments take several factors into consideration when deciding on whether to replace a vehicle. While the most frequent assessments are the age of the vehicle and the mileage, there are other factors that can indicate whether a vehicle should be replaced.

Assessments typically include the following:

- **Age:** The most common factor in assessing whether a vehicle should be replaced. While this is a strong indicator that a vehicle is past its useful life, there may be issues in using age as the only factor. For example, if two vehicles are the same age, then determining which vehicle should be replaced becomes difficult. However, one vehicle may be in better overall condition because of usage patterns and can be replaced later.
- **Mileage:** Mileage can be a more of a determining factor when assessing a vehicle's condition as it indicates how much a vehicle has been used over its lifespan. The more miles the vehicle has on its engine and drivetrain, the more

likely the vehicle has experienced repairs to its systems over the normal PM schedule.

- **Exterior:** The exterior of a vehicle can be an indication of how much a vehicle has been used. By parking a vehicle in a garage or building, the vehicle is kept out of the elements and has less issues with paint condition, dents, scratches, rust, mirrors and glass damage. Also, frequent cleanings of a vehicle can remove corrosive substances that affect the paint and metals. This leads to less breakdown of components like the frame, exhaust system, transmission and axles.
- **Interior:** The interior of a vehicle can show how much a vehicle has been cared for by the operator. Rips, stains, burns, and smells show whether the operator has been diligent in keeping the asset in top condition. The smell of tobacco products may be particularly problematic as it permeates porous surfaces and can be very difficult to remove.
- **Mechanical:** Engine, brakes, transmission, lights, battery, radio, and power accessories are all systems that should be included in an assessment of a vehicle. Frequent repairs in these systems that are expensive may indicate a need for replacement.
- **Accident:** The accident history of a vehicle should also be included in any assessment. Frequent and expensive accidents may indicate that a vehicle should be replaced sooner.
- **Service/Repair History:** Repair and maintenance histories on vehicles show how much a vehicle has been in a shop for repair, the systems that needed repair, and the cost associated with the repairs. Assessing whether a vehicle is reliable based on this history can influence whether a vehicle should be replaced.

Once the assessments have been defined, a simple points system can be developed to prioritize replacements. Each item can be scored on a system from one to five, with one being the best and five being the worst. An example is below.

Points Determination for Age Assessment

Points	Remaining Service Life Percentage	Definition
1	81% to 100%	Very Good Condition
2	61% to 80%	Good Condition: Light use
3	41% to 60%	Fair Condition: General signs of use
4	21% to 40%	Poor condition: Significant degradation
5	<20%	High Risk: Failure imminent

By completing a points table for all the factors in an assessment, each vehicle can be evaluated and given an overall total score. The higher the score, the more critical the vehicle for replacement priority.

B.3 Maintenance Plan Sample Outline

The following outline represents a framework which can be used for an adopted maintenance plan as a policy document.

1. Purpose

The purpose of the fleet maintenance plan is to keep all vehicles and related equipment in a safe, reliable and operational condition.

2. Responsibilities

Fleet Managers: Responsible for the entire fleet, including maintenance plans and service scheduling. Oversees the lifecycle of each vehicle, supervises the fleet maintenance staff, and is accountable for the procurement and disposition of vehicles and equipment. Creates and modifies the fleet maintenance plan and capital replacement plan according to strategic plans, funding, and market availability.

Drivers: Responsible for the overall operation and condition of vehicles and equipment. Performs daily inspections and notes issues with operation.

Supervisors: Monitor driver behavior. Conduct spot checks of vehicles and equipment. Review vehicles after repair to confirm repair status and completion.

3. Third-Party Service Providers

List third-party service providers here and what services they provide to the City of Palm Desert.

4. Types of Maintenance

Preventive Maintenance (PM): Regularly scheduled maintenance on vehicles and equipment to prevent unexpected breakdowns and costly repairs.

Predictive Maintenance: The use of historical data to predict future problems in advance and estimate when maintenance should be performed.

Repairs: Repairs made to restore functionality when vehicles or equipment break, malfunctions or stops working. Repairs are reactive and are completed to minimize losses after downtime.

5. PM Program

- Intervals and activities (see Section 3 – Preventive Maintenance Plan)
- Measurement of compliance
- Invoices
- PM Plan –should contain the vehicle types, asset numbers, intervals and activities.

6. Abuse

Vehicle abuse is the improper use of a vehicle. Abuse can be:

- Neglecting maintenance;
- Purposely damaging the interior or exterior;
- Failing to report operational issues;
- Disregarding traffic laws; and
- Intentionally using the vehicle or equipment outside of designated proper use.

7. Breakdowns

If a vehicle breaks down while in operation, the following steps need to be taken:

- Pull over to the roadside safely;
- Turn on hazard lights;
- Set up flairs or safety triangles;
- Call a Supervisor, Fleet Manager or roadside assistance provider;
- Engage the emergency brake if on an incline; and
- Stay with the vehicle until help arrives.

8. Pre- and Post-trip Inspections

Pre-trip inspections shall be completed daily. All pre-trip inspections that indicate a condition needing repair should be immediately reported to a Supervisor or the Fleet Manager.

Post-trip inspections shall be completed after each daily use of a vehicle. All post-trip inspections that indicate a condition needing repair should be immediately reported to a Supervisor or the Fleet Manager.

9. DOT Regulations

All drivers and supervisors shall follow all DOT rules and regulations as outlined in the US Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) Regulations, Parts 40, 303, 325 and 350-399.

All drivers shall be given a copy of the regulations and sign an acknowledgement that they have received and read these regulations.

10. Condition Assessments

Each year, vehicles shall be replaced according to the replacement plan developed by Fleet. In addition, when funding is unable to replace vehicles according to the plan, a condition assessment shall be performed on each vehicle scheduled to be replaced in that year. This condition assessment shall rank all vehicles in order of replacement necessity and the replacement plan shall be amended accordingly.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM
DESERT, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY
REGARDING FLEET MANAGEMENT

WHEREAS, the City of Palm Desert maintains a municipal vehicle fleet to support essential public services and operational efficiency; and

WHEREAS, a fleet management policy provides guidance on the assignment, maintenance, use, and replacement of City-owned vehicles, ensuring responsible stewardship of public resources; and

WHEREAS, the City is committed to aligning fleet operations with long-term environmental and fiscal sustainability goals, including the expanded use of electric and alternative-fuel vehicles; and

WHEREAS, adoption of a fleet management policy promotes consistency, safety, and accountability in the use of City vehicles by employees and volunteers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Administrative Procedures PW-002, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted in its entirety. and replaces the 2010 Fleet Services Policy

SECTION 3. The City Manager is hereby authorized to establish and periodically review and update Administrative Procedures PW-002.

ADOPTED ON June 26, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

	CITY OF PALM DESERT ADMINISTRATIVE PROCEDURES	
	<i>Subject</i>	Fleet Management
	<i>Policy No.</i>	PW-002
	<i>Date Issued:</i>	June 26, 2025
	<i>Approved by</i>	Resolution 2025-
	<i>Authored by</i>	Public Works Department

SECTION I: INTRODUCTION

The City of Palm Desert maintains a fleet of vehicles to support City operations. This includes passenger vehicles, light-duty trucks, and special-use vehicles assigned to departments and available through a general-use vehicle pool. Vehicles are provided to employees based on operational need, and vehicle usage is guided by these Administrative Procedures.

City-owned vehicles are the preferred method of transportation for conducting City business, offering consistent oversight of operating costs, maintenance schedules, regulatory compliance, and insurance coverage. Authorized employees and volunteers are responsible for reviewing and complying with these procedures before operating any vehicle on behalf of the City.

Purpose

This document provides administrative requirements, responsibilities, and procedures governing the use, assignment, maintenance, and replacement of City vehicles and the authorized use of personal or rental vehicles for official City business.

Fleet Responsibility

The Public Works Department is responsible for fleet administration, with designated responsibility assigned to the Public Works Director or designee. The Public Works Director or designee oversees vehicle acquisition and replacement, assignments, compliance, maintenance and inspections, tracking systems, safety requirements, and training. The Public Works Director or designee will also ensure coordination across departments to maintain an efficient, cost-effective, and sustainable fleet operation. Finally, the Public Works Director or designee shall comply with all relevant City policies governing the management of capital and inventoriable assets, as applicable.

SECTION II: GENERAL FLEET INFORMATION

The City fleet includes both assigned vehicles and general pool vehicles. Pool vehicles are available on a reservation or first-come basis, while assigned vehicles are allocated based on operational requirements as approved by the City Manager. The Public Works Department also maintains specialized vehicles and heavy equipment for authorized staff. The City's Motor Vehicle Collision Control Policy (Municipal Code Section 2.52.560) is incorporated into a broader City Safety Program.

Assigned Vehicles

Vehicle assignments are based on demonstrated daily fieldwork needs. Department Heads must justify the operational necessity and may submit a written request to the Public Works Director or designee when seeking a new or continued vehicle assignment. The Public Works Director or designee retains the authority to rotate assigned vehicles as needed to optimize overall fleet condition and usage. Assigned vehicle users are responsible for performing daily safety checks, promptly reporting any maintenance concerns, and refraining from operating vehicles deemed unsafe until cleared for use.

Electric and Alternative Fuel Vehicles

Drivers must be trained on electric and alternative fuel vehicle operation and familiarize themselves with charging/refueling infrastructure. Fleet procurement prioritizes electric vehicles (EV) and hybrid vehicles in alignment with City sustainability goals. The Public Works Director or designee shall ensure that drivers receive appropriate training prior to operating such vehicles.

Pool Vehicles

Pool vehicles are made available to employees for conducting official City business. Vehicles may be reserved in advance or checked out on a first-come, first-served basis through the Public Works Department. Before use, drivers must complete a pre-trip inspection, including checks for visible damage, tire condition, dashboard gauges, and overall drivability. Any issues identified must be reported immediately to the Public Works Director or designee. A standardized pre-trip checklist is provided and required for all assigned drivers. During use, drivers are responsible for the safe and appropriate operation of the vehicle and remain accountable until it is properly returned and checked in. Vehicles must be returned in good condition and parked in the designated area. Loaner vehicles may be issued when assigned units are temporarily unavailable due to maintenance. The City shall ensure equitable access to pool vehicles and will accommodate ADA-accessible vehicle needs as required.

SECTION III: VEHICLE ELIGIBILITY AND OPERATION

Authorized Users

Employees must be authorized under Municipal Code Section 2.52.560. Temporary, contract, or volunteer drivers require prior approval from the Risk Manager.

Licensing and Records

All drivers must hold a valid California driver's license appropriate to the vehicle class they are operating. Employees are required to maintain an active license at all times while driving on City business. It is the responsibility of each employee to monitor the status of their license and to immediately notify their supervisor and the Risk Manager if their license is suspended, revoked, or otherwise restricted. Failure to notify the appropriate parties of a change in license status may result in disciplinary action.

All employees who operate a City vehicle – or a personal vehicle for official business – must be enrolled in the California Department of Motor Vehicles Employer Pull Notice Program. This system provides the City with automated updates on driver license status, endorsements, and

any reportable violations. Participation is mandatory and ensures the City remains informed of potential risk.

The City reserves the right to restrict or revoke driving privileges based on unsafe driving history or violation patterns. Accumulation of DMV violation points may trigger a review by the Risk Manager and may result in disciplinary action, up to and including removal of City driving privileges. Continued eligibility to drive may also require participation in defensive driver training or corrective action plans.

Drivers convicted of serious traffic offenses – including DUI, refusal of sobriety testing, or reckless driving – are subject to immediate administrative review. If driving is an essential job function, loss of a valid license or driving privileges may result in job reassignment or separation from employment, in accordance with applicable City policies and labor agreements.

Supervisors share responsibility for ensuring that employees assigned to drive City vehicles meet all licensing requirements and are authorized to operate vehicles under this policy.

Vehicle Operation Standards

- Seat belts must be worn at all times.
- No smoking in City vehicles.
- Driving under the influence of drugs or alcohol is strictly prohibited.
- Handheld cell phone use is prohibited while operating a vehicle.
- Only passengers with a business purpose may be transported.
- Vehicles must remain clean, locked when unattended, and may not be used for personal errands or travel outside of approved purposes.
- Drivers are responsible for all traffic citations and personal property loss.
- City vehicle use under the Guaranteed Ride Home Program requires City Manager approval.
- Vehicles may not be taken home unless authorized in writing by the Public Works Director or designee.

SECTION IV: TECHNOLOGY, FUELING, AND MAINTENANCE

Electronic Tracking

City vehicles may include GPS, telematics, and diagnostic tools to support maintenance, safety, and operational efficiency. These systems allow the City to monitor vehicle location, usage patterns, and mechanical performance in real time. Data may be reviewed to investigate concerns and may be used for corrective action. While not intended to monitor employee behavior, GPS data may reveal potential misuse and may be used for counseling or disciplinary purposes if warranted.

Unauthorized use of telematics or manipulation of fuel transaction data may result in disciplinary action. Tampering with, disabling, or interfering with these systems is strictly prohibited.

Fuel tracking systems are also installed to monitor fuel usage and support cost management. Fuel Key Fobs and PINs are issued to each vehicle or driver to authorize fuel transactions. Fuel reimbursements require submission of the original receipt.

Fueling

The City fleet includes gas, CNG, hybrid, and EVs. Pool vehicles are routinely fueled by Public Works. Assigned vehicle users are responsible for refueling:

- Gas: City yard or commercial stations (with receipts).
- CNG: Burrtec (Palm Desert), Sunline (Thousand Palms or Indio), or City facility.
- Electric: Designated charging stations (Level 2 or fast-charging as needed).

Maintenance

Drivers are responsible for conducting pre-use inspections using City-approved checklists. Inspections must include verification of engine oil, radiator fluid, tire condition, and general vehicle readiness. Any identified issues must be reported immediately to the Public Works Director or designee.

Assigned vehicles may receive one professional exterior wash per month at an approved facility. Full interior detailing may be authorized by the Public Works Director or designee on a case-by-case basis, based on operational need and with prior approval.

Supervisors are responsible for ensuring that vehicles assigned to employees on extended leave are appropriately maintained. The Public Works Director or designee will inform supervisors of any maintenance issues arising from driver neglect. In such cases, supervisors must ensure corrective action is taken and that vehicle use is monitored in accordance with this policy.

All City vehicles and equipment are to be kept current in Cartegraph, including assigned driver, mileage and maintenance records. Fuel logs are automated and migrate directly into Cartegraph. Preventative maintenance schedules shall be determined by vehicle type and utilized in Cartegraph.

SECTION V: INSURANCE AND VEHICLE REGISTRATION

City-owned vehicles operated by employees while performing City business are fully protected by property and liability insurance through the California Joint Powers Insurance Authority. A letter providing Evidence of Coverage and a copy of the original registration are placed in the glove box of each vehicle. The Risk Manager or designee can provide more comprehensive information about coverage, including POV and rental car insurance. City insurance does not cover damage to personal vehicles used for City business.

SECTION VI: TRAVEL AND VEHICLE USE OUTSIDE CITY LIMITS

Out-of-City Travel

Employees may use City vehicles for same-day travel outside city limits. However, due to limited range, use of CNG vehicles should be carefully planned. For multi-day trips, overnight stays, or air travel involving airport parking, personal or rental vehicles are recommended. All travel must follow the City's Travel Policy and be coordinated with department supervisors. Exceptions may be granted by the City Manager with justification.

Use of Personal Vehicles

POVs may be used with prior approval through the City's Travel Pre-Approval Itinerary Form. Mileage reimbursement follows IRS rates. Parking is reimbursed with valid receipts. To be eligible:

- Vehicle must have valid registration and meet California insurance requirements.
- Driver must carry proof of insurance and perform a pre-trip inspection.
- Employee bears responsibility for any claims or deductibles incurred during official use.

Use of POVs is recommended for long-distance or extended-duration travel. Motorcycles may not be used for City business.

Use of Rental Vehicles

Employees may use rentals when City or personal vehicles are not practical. Rental cars must be returned and re-rented for segmented travel. Rental agreements often include roadside support, which is encouraged. The City reimburses rental costs and the CDW (collision damage waiver). Additional liability coverage should not be purchased, as City liability already extends to rentals. Drivers must inspect rentals before using them, and operate them with the same standards as City vehicles. Rental vehicles are approved through the City's Travel Pre-Approval Itinerary Form.

Combined Business and Personal Travel

Employees may combine personal time with authorized City business travel. In such cases:

- A personal vehicle or rental must be used.
- City reimbursement applies only to business-related costs (e.g., vehicle rental, insurance).
- Timeframes for business versus personal travel must be documented and pre-approved.
- Reimbursement for rental and insurance (CDW) applies only to the City business portion. If separate rental contracts cover business and personal parts, documentation of time frames is not required.

Travel Outside the United States

City vehicles cannot be driven across the border into Mexico or Canada under any circumstances for any period of time. Employees should not rent and drive a vehicle out of the country for business travel unless the rental contract specifically allows it. Most rental agreements prohibit travel across a border. Alternate travel arrangements should be used for cross-border segments.

SECTION VII: ROAD INCIDENTS AND EMERGENCIES

Roadside Emergencies

The City does not provide formal roadside assistance. During business hours, Public Works may assist with breakdowns within the Coachella Valley. Outside business hours or the region, employees are responsible for arranging support. Rental vehicles typically include 24-hour roadside coverage, which should be confirmed before use. Towing of personal vehicles is prohibited.

Employees may perform basic roadside repairs (e.g., changing a flat tire) only if it can be done safely. High-visibility safety vests must be worn. Emergency repairs made out of area may be reimbursed with proper documentation and Public Works Director or designee approval.

Vehicle Accidents

A City vehicle accident must be reported immediately to the employee's Department Head and Public Works Director or designee. A City Vehicle Accident Report Form must be submitted to the Human Resources Department.

Accidents involving other vehicles or property damage must also be reported to police for a Traffic Collision Report. An accident report must be filed with the Human Resources Department upon return to City Hall. Injuries require a First Report of Injury filed with the Human Resources Department.

All accidents with a City vehicle hitting a road hazard must be reported.

An accident kit in each vehicle guides information collection. At the scene, avoid assigning fault or confronting others; wait for police and provide clear facts. Identify witnesses. If possible, photograph vehicle damage, scene, road conditions, and relevant signs or markings. Submit photos to the Human Resources Department promptly.

SECTION VIII: VEHICLE REPLACEMENT AND SUSTAINABILITY

The City maintains a structured vehicle replacement plan aligned with California Air Resources Board (CARB) regulations and internal sustainability goals. Vehicle replacement is based on age, mileage, maintenance history, and operational need.

Target Replacement Cycles:

- Sedans / Light Trucks: 8 years or 100,000 miles
- Heavy Equipment: 10-12 years
- Specialty Units: Based on duty cycle and usage

Sustainability Goals:

- Transition 75% of the light-duty fleet to electric or hybrid vehicles by 2030
- Reduce fleet greenhouse gas emissions by 25% over 10 years


Replacement planning is coordinated with the budget process and updated through the City's capital improvement strategy. Vehicle replacement planning shall be a collaborative process between the user Department and Fleet Management to ensure that replacement units are appropriately matched to operational requirements. Any changes to the established replacement strategy must receive prior approval from the City Manager.

Attachments:

- A. Travel Pre-Approval Itinerary Form
- B. Vehicle Accident Report Form

Attachment A

Travel Pre-Approval Itinerary Form



PALM DESERT
CALIFORNIA

Pre-Travel Request Itinerary Approval Form

Traveler Name

Supervisor Name *

Account Number

Account Number *

[+ Add](#)

Will you need I*-Card? *

☐ Yes ☐ No

Please review the [City Travel Policy](#) before completing this form.

Name of Conference/Event

Is this an Out-of-State Travel? *

☐ Yes (Approved Staff Report/Annual Budget Upload Required) ☐ No

Conference/Event Address *

Home Address *

Is the Hotel at a different address? *

☐ Yes ☐ No

Purpose of Trip

Does this require City Manager Approval? *

If you are requesting something that is outside of the travel policy, it requires additional approval from the City Manager.

☐ Yes ☐ No

Dates of Travel

Departure to Conference Date

MM/DD/YYYY

Return from Conference Date

MM/DD/YYYY

Destination (?)

Lodging Required?

☐ Yes ☐ No

Per Diem Rate (Per Day)

\$ 0.00

Number of Full Days

0

of days between travel

Travel Days (Paid at 75%)

2

of days actually traveling

Total Per Diem

\$ 0.00

Check the Rate Here:

<https://www.gsa.gov/>

Conference Registration Cost

\$ 0.00

Other Costs

\$ 0.00

Transportation

Check all that apply

☐ Personal Vehicle ☐ City Vehicle ☐ Rental Car ☐ Airline ☐ Other

Miles Driven Rate

Total

\$ 0.00

Officials and Employees should choose the lowest cost with due consideration to reasonableness and time constraints.

Total Expenses Requested

\$ 0.00

A separate [Travel Expense Form](#) will be required for Reimbursement

If any portion of the trip is personal, the dates must be listed here:

From

MM/DD/YYYY

To

MM/DD/YYYY

Conference Registration Form Upload

Drag and drop up to 10 files here to upload or

Choose files

Mileage Report Upload

Drag and drop up to 10 files here to upload or

Choose files

Notes from Traveler to Finance

Submit

Save as Draft

Attachment B
Vehicle Accident Report Form



CITY OF PALM DESERT
RISK MANAGEMENT

Email

ACCIDENT AND PROPERTY DAMAGE REPORT

This report is for : ☒ An Accident
☐ Property Damage

THIS REPORT IS TO BE COMPLETED AS SOON AS POSSIBLE AFTER THE EVENT. The vehicle operator shall notify the Risk Manager prior to leaving the scene of any accident with a city vehicle or private vehicle on city business. All vehicle accidents are to be Do not leave the scene without having a police investigation and report. Use this form for damage to city property or private property caused by city equipment or employees. Also, use this form to document reported to the Police Agency having jurisdictional responsibilities. number the loss of city equipment.

ACCIDENT REPORT

Incident Date _____ Incident Time _____ Location _____

City Vehicle Number _____ Other Vehicle Make & Model _____

Describe What Happened:

Describe the Damage:

Describe Any Injuries:

EMPLOYEES INVOLVED IN ACCIDENT

Name _____ ☐ Driver ☐ Passenger ☐ Witness Injured ☐ Yes ☐ No

Name _____ ☐ Driver ☐ Passenger ☐ Witness Injured ☐ Yes ☐ No

Name _____ ☐ Driver ☐ Passenger ☐ Witness Injured ☐ Yes ☐ No

NON-EMPLOYEES IN ACCIDENT

Name _____ Address _____ ☐ Driver
☐ Passenger

Phone Number _____ Insurance Company _____ Policy Number _____

Injured ☐ Yes ☐ No

Name _____ Address _____ ☐ Driver
☐ Passenger

Phone Number _____ Insurance Company _____ Policy Number _____

Injured ☐ Yes ☐ No

POLICE REPORT INFORMATION

Police Report Prepared by _____ Police Investigation Report No. _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM
DESERT, CALIFORNIA, ADOPTING THE FLEET REPLACEMENT
SCHEDULE

WHEREAS, the City of Palm Desert maintains a municipal vehicle fleet to support essential public services and operational efficiency; and

WHEREAS, efficient fleet management requires timely replacement of vehicles to ensure safety, reliability, and operational effectiveness; and

WHEREAS, aligning vehicle replacement with criteria such as mileage, age, condition, and departmental use improves lifecycle planning and fiscal responsibility; and

WHEREAS, a phased Fleet Replacement Schedule has been developed based on vehicle age, condition, mileage, utilization, and department input, allowing for flexible adjustments aligned with funding availability and operational needs; and

WHEREAS, adoption of the Fleet Replacement Schedule will enhance the City's ability to plan capital expenditures, reduce lifecycle costs, and maintain compliance with applicable state and federal regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Fleet Replacement Schedule, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted in its entirety.

SECTION 3. The City Manager is hereby authorized to establish and periodically review and update Administrative Procedures PW-002A.

ADOPTED ON June 26, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

	CITY OF PALM DESERT ADMINISTRATIVE PROCEDURES	
	<i>Subject</i>	Fleet Replacement Schedule
	<i>Policy No.</i>	PW-002A
	<i>Date Issued:</i>	June 26, 2025
	<i>Approved by</i>	Resolution 2025-
	<i>Authored by</i>	Public Works Department

SECTION I: PURPOSE

These Administrative Procedures formalize the City of Palm Desert's vehicle replacement planning process through the implementation of a Fleet Replacement Schedule (Schedule). This procedure supports the City's broader Fleet Management Policy (Policy No. PW-002).

SECTION II: BACKGROUND

Replacement planning is a standard practice of public fleet management. A structured Schedule aids long-term budget forecasting, maintains service reliability, and ensures vehicles are replaced before safety or maintenance concerns. The Schedule was developed based on vehicle age, mileage, condition, utilization, and departmental input, and is intended to transition the City from a single-year acquisition model toward phased, multi-year planning. A twenty to thirty-year plan will be developed based on the replacement requirements in this schedule and added as an exhibit to this policy.

SECTION III: REVIEW AND UPDATES

This Schedule will be reviewed annually as part of the City's budget process. Any proposed adjustments will be coordinated by the Public Works Department and submitted to the City Manager for consideration and City Council approval as necessary.

SECTION VIII: VEHICLE REPLACEMENT AND SUSTAINABILITY

The City maintains a structured vehicle replacement plan aligned with California Air Resources Board (CARB) regulations and internal sustainability goals. Vehicle replacement is based on age, mileage, maintenance history, and operational need.

Target Replacement Cycles:

- Sedans / Light Trucks: 8 years or 100,000 miles
- Heavy Equipment: 10-12 years
- Specialty Units: Based on duty cycle and usage

Sustainability Goals:

- Transition 75% of the light-duty fleet to electric or hybrid vehicles by 2030
- Reduce fleet greenhouse gas emissions by 25% over 10 years

Replacement planning is coordinated with the budget process and updated through the City's capital improvement strategy. Vehicle replacement planning shall be a collaborative process between the user Department and Fleet Management to ensure that replacement units are appropriately matched to

operational requirements. Any changes to the established replacement strategy must receive prior approval from the City Manager.

ATTACHMENTS

A. Fleet Replacement Schedule



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/4/2025

6/10/2025 Re-Configured

Quote ID: **31449 R4**

Order Cut Off Date: **TBA**

Ms Elizabeth Favela
City of Palm Desert

73510 Fred Waring Dr.

Palm Desert, California, 92260

Dear Elizabeth Favela,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Six (6) New/Unused (2025 Ford Escape (U9N) ST-Line Select AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	\$36,680.00	\$36,214.24	1.270 %	\$217,285.44	\$2,794.56
Tax (8.7500 %)		\$3,168.75		\$19,012.50	
Tire fee		\$8.75		\$52.50	
Total		\$39,391.74		\$236,350.44	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid, (STD)
TRANSMISSION	
Code	Description
445	Transmission: eCVT, (STD)
PRIMARY PAINT	
Code	Description
AZ	Star White Metallic Tri-Coat
SEAT TYPE	
Code	Description
HM	Ebony, Heated Vinyl/Cloth Front Sport Contour Bucket Seats, -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching
AXLE RATIO	
Code	Description
___	2.91 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
153	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others
OPTION PACKAGE	
Code	Description
400A	Equipment Group 400A

2025 Fleet/Non-Retail Ford Escape ST-Line Select AWD

WINDOW STICKER

2025 Ford Escape ST-Line Select AWD		
CODE	MODEL	MSRP
U9N	2025 Ford Escape ST-Line Select AWD	\$34,190.00
OPTIONS		
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid, (STD)	\$0.00
445	Transmission: eCVT, (STD)	\$0.00
AZ	Star White Metallic Tri-Coat	\$995.00
HM	Ebony, Heated Vinyl/Cloth Front Sport Contour Bucket Seats, -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching	\$0.00
—	2.91 Axle Ratio, (STD)	\$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others	\$0.00
400A	Equipment Group 400A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$35,185.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
TOTAL PRICE		\$36,680.00
Est City: 42 (2024) MPG Est Highway: 36 (2024) MPG Est Highway Cruising Range: 565.20 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid (STD)
Transmission: eCVT (STD)
2.91 Axle Ratio (STD)

WHEELS

Wheels: 18" Rock Metallic Painted Aluminum
--

ADDITIONAL EQUIPMENT

50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Battery w/Run Down Protection
Hybrid Electric Motor
Neutral Towing Capability
1 Skid Plate
1043# Maximum Payload
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
15.7 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion (li-Ion) Traction Battery 1.1 kWh Capacity
Tires: 225/60R18 AS BSW
Mini Spare Wheel -inc: T155/70D17 spare tire and jack w/401A, Does not replace tire inflator and sealant kit.
Compact Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Body-Colored Bumper Insert

Black Rear Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim
Body-Colored Door Handles
Black Bodyside Cladding and Body-Colored Wheel Well Trim
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Yes Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Fully Galvanized Steel Panels
Wing Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Front Fog Lamps
Radio w/Seek-Scan, Clock and Radio Data System
Radio: AM/FM Stereo -inc: 6 speakers, speed compensated volume, steering wheel mounted controls and SiriusXM w/360L w/a 3 month prepaid subscription, Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc SiriusXM service is not available in Alaska and Hawaii.
Integrated Roof Antenna
SYNC 4 -inc: 8" LCD capacitive touch-screen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, wireless Apple CarPlay and Android Auto, digital owners manual
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows
Sport Heated Leatherette Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start w/specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details), Connected services and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services exclude Wi-Fi hotspot)
Electronic Fuel Door Release
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Metal-Look Gear Shifter Material
Heated Vinyl/Cloth Front Sport Contour Bucket Seats -inc: 8-way power driver seat (includes fore/aft, up/down, power lumbar and power recline), 4-way manual front passenger seat (fore/aft w/manual recline) and red stitching
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Trunk/Hatch Auto-Latch
Cargo Space Lights

Smart Device Remote Engine Start
Tracker System
FOB Controls -inc: Keyfob Cargo Access and Keyfob Remote Start
Pedestrian Alert Sounder
Driver / Passenger And Rear Door Bins
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Rear Cross-Traffic Braking
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Personal Safety System Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
High Resolution Digital Camera Back-Up Camera

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst
Chris Gerry, Senior Project Manager

SUBJECT: APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE
LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE
PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT
DISTRICT FOR FISCAL YEAR 2025/26

RECOMMENDATION:

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AND ADOPTING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."
2. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S I PLAZA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."

BACKGROUND/ANALYSIS:

The President's Plaza I Property and Business Improvement District (PBID I) was originally formed in Fiscal Year 1998/99 for a five-year term. A majority of the property owners voted to renew PBID I for five additional five-year terms since inception, with the current term from Fiscal Year 2022/23 through 2026/27. However, the Management District Plan and Engineer's Report for PBID I is required to be prepared and approved annually, and the County of Riverside requires the annual order to levy and collect the assessments. The only modification of the PBID I budget that will be implemented is a three percent (3%) cost-of-living adjustment that was built into the current five-year plan as approved by the property owners.

PBID I encompasses the large parking lot that is located between Palm Desert Drive South (frontage road adjacent to Highway 111) in the north; El Paseo Drive in the south; and Portola Avenue in the east; and San Luis Rey Avenue in the west. The street boundaries of PBID I are shown in the attached Management District Plan and Engineer's Report (page A-2). The City of Palm Desert (City) collects annual assessments from PBID I property owners to pay for landscape maintenance, street sweeping, refuse, and parking lot utilities within the common parking lot areas. The attached resolutions will approve next fiscal year's Management District Plan and Engineer's Report and allow the County to levy and collect the associated annual assessments within PBID I on behalf of the City.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The levy assessment and collection will fund maintenance and related expenses for PBID I and are included in their associated accounts within the proposed FY 2025-26 Annual Budget. An additional allocation of \$80,971 from the City's Capital Improvement Fund Account No. 4004692-4400100 is necessary and has been added to support ongoing and future capital maintenance of the parking lots.

ATTACHMENTS:

1. Resolution – Approve Management Plan
2. Resolution – Order the Levy
3. FY 2025/26 Management District Plan and Engineer's Report

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AND ADOPTING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026

WHEREAS, in fiscal year 2022/2023, the City Council conducted proceedings for the renewal of the President's Plaza I Property and Business Improvement District (hereafter referred as the "District") and the levy of assessments connected therewith, in accordance with the provisions of the Property and Business Improvement District Law of 1994, part 7 of division 18 of the Streets and Highways Code of California (hereafter referred to as the "Act") and California Constitution article XIII D; and

WHEREAS, on June 23, 2022, the City Council held a full and fair public hearing regarding the renewal of the District and the establishment of annual assessments and maximum assessments that are required to pay for the maintenance and services of landscaping, lighting, refuse collection, and all appurtenant facilities and operations related thereto, for a five year period beginning July 1, 2022 and ending June 30, 2027, in accordance with the Act; and

WHEREAS, upon the conclusion of the public hearing of June 23, 2022, the City Council counted the property owner assessment protect ballots returned and, by resolution, confirmed that a majority protest did not exist. The City Council, by resolution, approved the Management District Plan, appointed an Advisory Board for the District, ordered the renewal of the District, and ordered the levy and collection of the annual assessments; and

WHEREAS, the City Council appointed the El Paseo Business Association as the Advisory Board for the District and the Advisory Board has caused to be prepared a report in connection with the District that describes proposed changes to the District boundaries, if any, the proposed improvements and services to be provided, the estimated costs and method of assessment, the amount of any surplus or deficit, including contributions from other sources, if any, and the assessments to be levied for fiscal year 2025/2026. This report is entitled, "*City of Palm Desert President's Plaza Property and Business Improvement District Management District Plan and Engineer's Report Fiscal Year 2025/2026*" (hereafter referred to as the "*Plan*"). The *Plan* has been filed with the City Clerk of the City of Palm Desert, and the City Clerk has presented it to the City Council; and

WHEREAS, the City Council has carefully examined and reviewed the *Plan*, as presented, and is satisfied with each and all of the items and documents, as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits that will be received from the improvements, operation, maintenance, and services to be performed, as set forth in the *Plan*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Components of Plan. The *Plan*, as presented, consists of the following:

- A. A description of District boundaries and all properties benefiting from the improvements and services.
- B. A description of improvements and services that the District will provide.
- C. The annual budget (estimates of costs and expenses of services, operations, and maintenance).
- D. The method and basis of levying the assessments.
- E. The estimated amount of any surplus/deficit from the previous fiscal year and the estimated amount of any contributions to be made from other sources.

SECTION 3. Approval of Plan. The *Plan*, as presented, is hereby approved and ordered to be filed in the Office of the City Clerk as a permanent record that will be open to public inspection.

SECTION 4. Certification of Resolution. The City Clerk will certify the passage and adoption of this resolution. The minutes of this meeting will reflect the presentation and final approval of the *Plan*, and the appointment of the District Advisory Board.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S I PLAZA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026

WHEREAS, on June 23, 2022, the City Council called and duly held a public hearing and property owner protest ballot proceedings for the President's Plaza I Property and Business Improvement District (hereafter referred to as the "District"), pursuant to the provisions of Property and Business Improvement District Law of 1994, part 7 of division 18 of the Streets and Highways Code of California (hereafter referred to as the "Act"), and California Constitution Article XIII D, for the purpose of presenting to qualified property owners within the District the annual levy of assessments and a maximum annual assessment over a five-year period, beginning July 1, 2022 and ending June 30, 2027, for the costs and expenses associated with the maintenance and operation of landscaping, lighting, refuse collection, and all appurtenant facilities related thereto; and

WHEREAS, the landowners of record within the District, as of the close of the public hearing held on June 23, 2022, did cast their ballots and approve a five-year District renewal and an annual levy of assessment related thereto; and

WHEREAS, the City Council did, by previous resolutions, renew the District for an additional five years and appoint the El Paseo Business Association as the Advisory Board for the District, pursuant to the Act. The resolution renewing the District adopted on June 23, 2022 following the public hearing (the "Resolution of Formation") is incorporated herein by this reference and is made a part of this Resolution. This Advisory Board has caused to be prepared an annual report on the District for the City Council's approval; and

WHEREAS, the Advisory Board has held a meeting for reviewing and approving the proposed budget for fiscal year 2025/2026 and has prepared a report regarding the District for fiscal year 2025/2026. This report is entitled, "*City of Palm Desert President's Plaza Property and Business Improvement District Management District Plan and Engineer's Report Fiscal Year 2025/2026*" (hereafter referred to as "*Plan*"). The *Plan* has been filed with the City Clerk of the City of Palm Desert, and the City Clerk has presented it to the City Council; and

WHEREAS, the City Council has carefully examined and reviewed the *Plan*, as presented, and, by previous resolution, did approve it.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Levy of Assessments. The City Council wishes to levy annual assessments for fiscal year 2025/2026, as outlined and authorized in the *Plan* and pursuant to the provisions of the Act.

SECTION 3. City Council Findings. Based upon its review of the *Plan*, a copy of which has been presented to the City Council and filed with the City Clerk, the City Council hereby finds and determines that:

- A. The land within the District will receive special benefits from the operation, maintenance, and servicing of the improvements and appurtenant facilities within the boundaries of the District.
- B. The District includes all of the lands so benefited.
- C. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and by a method that fairly distributes the net amount among all eligible parcels, in proportion to the special benefits that each parcel receives from the improvements and services.
- D. The assessments described in the *Plan* are consistent with the assessments that District property owners have approved.

SECTION 4. Confirmation of *Plan* and Assessments. The *Plan* and the assessments, as presented to the City Council and as presented for filing with the Office of the City Clerk, are hereby confirmed as filed.

SECTION 5. Improvements Ordered. The City Council hereby orders the proposed improvements to be made, and the levy and collection of annual assessments to pay for those improvements to be presented to the County Auditor/Controller of Riverside County (hereafter referred to as the "County") for fiscal year 2025/2026. The County will enter on the County Assessment Roll, opposite each parcel of land, the amount of the assessments. The assessments will be collected at the same time and in the same manner as County general taxes are collected. After the County collects the levy, the net amount of the levy will be paid to the Treasurer of the City of Palm Desert.

SECTION 6. Restricted Use of Assessment Money. The City Treasurer will deposit all money representing assessments that the County has collected for the District, into a District fund. This money will be expended only for the improvements that the *Plan* describes.

SECTION 7. Adoption of District Levy. The adoption of this Resolution, and the Resolution of Formation by this reference, constitutes the District levy for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

SECTION 8. Direction to City Clerk. The City Clerk is hereby authorized and directed to file the levy with the County upon adoption of this resolution.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

City of Palm Desert

Presidents' Plaza Property and Business Improvement District

MANAGEMENT DISTRICT PLAN AND ENGINEER'S REPORT

FISCAL YEAR 2025/2026

PUBLIC HEARING: JUNE 26, 2025

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ENGINEER'S REPORT AFFIDAVIT

City of Palm Desert Presidents' Plaza I Property and Business Improvement District

City of Palm Desert
Riverside County, State of California

This Report describes the District and defines improvements, budget and method of assessment apportionment, and the parcels to be levied for Fiscal Year 2025/2026 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Palm Desert

By: _____

Daniel Louie, Project Manager
District Administrative Services

By: _____

Tyrone Peter
PE # C81888

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I. Overview

Introduction

The City of Palm Desert (City) previously formed and established the Presidents' Plaza Property and Business Improvement Assessment District (District) beginning in Fiscal Year (FY) 1998/1999 to provide improvements and activities that confer special benefits upon real property within the boundaries of the District. The District was established and levied pursuant to Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code (the Act). Pursuant to the Act, property owners within the District submitted a signed petition requesting formation of the District. For each term, a maximum assessment was approved by the property owners through an assessment ballot proceeding, conducted according to provisions of the California Constitution Article XIID (Proposition 218). The District was successfully formed for a term of five years ending in FY 2002/2003. Subsequently, the District was renewed for a five-year term in FY 2003/2004, 2008/2009 and 2015/2016. In FY 2020/2021, the District was renewed for two years due to uncertain future costs at that time. In FY 2022/2023, the District was once again renewed for five years. Under the provisions of the Act, property owners within the District may have renewed the District for a maximum term of ten (10) years.

This combined Management District Plan and Engineer's Report hereinafter referred to as "Plan" or "Report" is presented for consideration by the property owners within the area known and commonly referred to as Presidents' Plaza, to seek their support for the organization of a business improvement district in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code Section 36600 et. seq., hereinafter referred to as the Act. This is the Management District Plan and Engineer's Report required by Section 36622 of the Act, for the proposed formation and establishment of the **Presidents' Plaza Property and Business Improvement District** hereinafter referred to as "District" or "PBID", to fund services and activities to improve and convey special benefits to properties located within the boundaries of the District.

This Report describes the PBID, improvements and activities, method of apportionment, proposed assessments for the current fiscal year, and maximum assessment proposed for the five-year duration of the re-formed District. The proposed assessments are based on the estimated cost to provide the improvements, activities, and operations that provide a direct and special benefit to properties within the District. The costs of improvements, activities, and operations include all expenditures, deficits, surpluses, revenues, and reserves.

The word "property," for the purposes of this Plan, refers to real property situated within the District, and identified as an individual property or parcel assigned its own Assessor's Parcel Number (APN) by the County of Riverside Assessor's Office. The County of Riverside Auditor/Controller uses APNs to identify on the tax roll parcels and properties assessed for taxes, special assessments, and fees and charges.

All benefits derived from the assessments outlined in the Management District Plan and Engineer's Report are for services directly benefitting the property and business owners within this specialized district and are intended to support and enhance commerce, business and the overall safety, image, and functionality within this commercial core. All services, projects, maintenance, and professional and administration services are provided solely to properties within the PBID to enhance the image and viability of properties and businesses within the PBID boundaries and are designed only for the direct special benefit of the assessed properties. No services will be provided to non-assessed parcels outside the PBID boundaries.

Renewal/Formation

A written petition of the property owners within the PBID, representing more than 50% of the proposed assessment to be levied was submitted to the Palm Desert City Council in order to proceed with the District renewal/formation. After the required signatures were submitted to the City, the City Council initiated proceedings for the renewal of the District by adopting a resolution expressing its intention to form the PBID and ballot the property owners for the proposed assessments in accordance with the provisions of the Constitution. The resolution of intention referenced the Management District Plan and Engineer's Report and provided notice of the time and place of a public hearing on the re-establishment of the PBID and levy of assessments.

Within 90 days of adopting the resolution of intention, the City Council held a public hearing on the matter and caused notice to the property owners pursuant to Section 54954.6 of the Government Code. Assessment ballots (property owner protest ballots) were mailed to each property owner at least 45 days prior to the public hearing pursuant to the California Constitution. Pursuant to the Code, the City Council also caused the publication of the resolution of intention in a newspaper of general circulation; mailed the resolution of intention by first-class mail to each property owner in the District and to each local chamber of commerce and business organization located within the District.

At the public hearing, the City Council provided the public and property owners an opportunity to provide oral protests and written protests prior to the adoption of the Management District Plan. Pursuant to the California Constitution, the City Council tabulated property owner assessment ballots received from property owners to determine whether a majority protest existed. It was determined and declared by resolution that majority protest did not exist, which implied that the property owners confirmed and approved the assessments.

Since the property owners approved the renewal of the District and imposition of the assessments, the City Council can appoint an owner's association for the District. This owner's association shall make recommendations to the City Council regarding the expenditures of revenue derived from the levy of assessments and on the classification of properties as applicable. This owner's association can cause to be prepared an annual report each fiscal year for which assessments are to be levied and collected. Said annual report shall be filed with the City Clerk and shall contain: any proposed changes to the district boundary; the improvements and activities to be provided that year; the estimated costs for that year; the method of assessment; the amount of any surplus or deficit; and contributions from other sources. The City Council may approve the report as submitted or as modified.

II. Description of the District

District Boundary

The District consists of all parcels located in the commercial business area known as the Presidents' Plaza within the City of Palm Desert, County of Riverside. The District includes forty-two (42) assessed commercial parcels, three (3) non-contiguous and non-assessed parking lot parcels, and one (1) non-assessed easement/walkway parcel.

The boundary of the District and parcels therein are located south of Palm Desert Drive at Highway 111; north of El Paseo; west of Portola Avenue; and east of Larkspur Lane. Presidents' Plaza is commonly referred to as Presidents' Plaza East (area east of San Luis Rey Avenue); and Presidents' Plaza West (area west of San Luis Rey Avenue) located within the boundaries of the District.

Improvements and Activities

To enhance and improve business opportunities and the appearance of Presidents' Plaza, the City financed and managed capital improvements of the parking lot and landscaped and common areas related to this commercial business center. Additional information regarding the improvements is found in the next section.

It has been determined the properties within the District and the businesses associated with those properties receive special and distinct benefits from the improvements and activities to be funded through the assessments. The improvements include the necessary activities, services, operation, administration, and maintenance required to keep the improvements in satisfactory condition including labor, material, and equipment. The services may include, but are not limited to, regular maintenance, repair, removal or replacement of all or any part of the improvements, including patching of asphalt, slurry sealing, and striping of the parking lot areas; removal of trimmings, rubbish, debris and other solid waste; the cleaning, sandblasting, and repainting of walls and other improvements to remove or cover graffiti; providing for the growth, health and beauty of landscaping and lighting including cultivation, trimming, spraying, fertilizing or treating for disease or damage; as well as supplying necessary irrigation and electrical energy. The specific improvements and activities include:

- ♦ **Parking Lot Landscaped Areas:** Includes, but not limited to, ground cover, shrubs, trees, plants, irrigation, and drainage systems and associated appurtenant facilities.
- ♦ **Parking Lot Lighting Facilities:** Includes, but not limited to, bulbs, fixtures, poles, wiring, and electrical energy.
- ♦ **Debris Removal:** Includes, but not limited to solid waste containers, refuse collection services, and continual sweeping services of the parking lot.
- ♦ **Parking Lot Maintenance:** Includes, but not limited to, short and long-term maintenance improvements such as patching of asphalt, slurry sealing, and parking lot striping required to properly maintain and ensure the satisfactory condition of parking lots and appurtenant facilities.

The costs associated with the improvements are equitably spread among all benefiting parcels in the District utilizing the method of apportionment described in the Method of Apportionment section of this Plan. The total funds collected shall be dispersed and used for only the services and operations provided to the District.

Capital Improvement Projects

As a privately owned shared parking facility, Presidents' Plaza east and west parking lots were last rehabilitated in 1997. Since then, these aging and heavily used parking lots required a major rehabilitation, including to its asphalt concrete pavement, utility infrastructure, landscape areas and pedestrian walkways.

As a result of the conditions, a major renovation was undertaken by the City of the east and west parking lots. This project, which costs approximately \$11.5 million, began in June 2021. The Notice of Completion was filed in January 2023. Approximate improvements include, but are not limited to:

- ◆ Grading to address drainage issues.
- ◆ Asphalt concrete pavement and striping (260,000 square feet).
- ◆ Upgrades to domestic water, wastewater, communications, and underground electrical systems.
- ◆ Enhanced pedestrian walkways (20,000 square feet).
- ◆ Water lines (15,000 linear feet).
- ◆ Curb and gutter (11,000 linear feet).
- ◆ Decorative pavers (10,000 square feet).
- ◆ Drought-tolerant landscaping and planters.
- ◆ Lighting fixtures (174).
- ◆ Parking shade structures (22).
- ◆ Trash enclosures (14).
- ◆ Benches and chairs (5).

During construction, the contractor encountered various existing public and private utilities in conflict with the project, which had to be relocated by the contractor and/or utility companies as well.

Special Benefits

All assessed properties within the District receive special benefits from one or more of the improvements and activities funded through the District assessments. Specifically, utilities (lighting and water), landscape maintenance and repairs, sweeping services, short and long-term parking lot maintenance, and refuse collection services.

Lighting

The special benefits of lighting (parking lot lights) are for the convenience, safety, and security of property, improvements, and goods. Specifically:

- ◆ Enhanced deterrence of crime and the aid to police protection.
- ◆ Increased evening safety for patrons and employees.
- ◆ Improved visibility for pedestrians and motorists.
- ◆ Improved ingress and egress to property.
- ◆ Reduced vandalism and other criminal acts and damage to improvements or property.
- ◆ Enhanced aesthetic appeal of parking areas and adjacent properties.

- ♦ Increased promotion of business activities and opportunities during evening hours.
- ♦ The special economic enhancement to the properties and their ability to attract and sustain business and commercial activity because of the benefits identified above.

Landscape

The special benefits of landscaped islands and medians within the parking lots include:

- ♦ Improved aesthetic appeal of the parking areas and adjacent properties.
- ♦ Enhanced adaptation of the urban environment within the natural environment.
- ♦ A positive representation of the businesses within the District.
- ♦ The special economic enhancement to the properties and their ability to attract and sustain business and commercial activity because of the benefits identified above.

Debris Removal

Debris removal (parking lot sweeping) and refuse collection are essential and necessary activities for all properties, especially for commercial properties. These activities and services are proposed to be funded through the assessments solely for the special benefit of properties within the District. The benefits of these services include:

- ♦ Enhanced aesthetic appeal of the parking areas and adjacent properties.
- ♦ Improved dust control.
- ♦ A positive representation of the businesses within the District.
- ♦ A centralized location of refuse collection facilities.
- ♦ Availability of refuse collection services that would otherwise require individual facilities that could be cost prohibitive and physically restrictive.

Parking Lot Maintenance

Parking lot maintenance is an essential and necessary activity for all properties, especially for commercial properties. This improvement is funded through the assessments solely for the special benefit of properties within the District. The benefits of these services include:

- ♦ Increased safety to automobile, truck, and pedestrian traffic and to properties.
- ♦ Improved traffic circulation within the parking areas.
- ♦ Enhanced aesthetic appeal of the parking areas and adjacent properties.
- ♦ Improved dust control.
- ♦ The special economic enhancement to the properties and their ability to attract and sustain business and commercial activity because of the benefits identified above.

The continual operation and maintenance of the landscaping, lighting, debris, and parking lot areas provide no measurable general benefit to other properties outside the boundaries of the District, or to the public at large; therefore, these improvements and the corresponding assessments have been identified as providing 100% special benefit to parcels within the District.

III. Method of Apportionment

Method of Apportionment Rationale

The costs of the District improvements have each been apportioned by a formula and method which fairly distributes the net amount to be assessed among all assessed parcels in proportion to the estimated special benefits to be received by each parcel from the improvements.

Parking Lot Improvements and Services

Assessed parcels in Presidents' Plaza are adjacent to centralized parking facilities (lots) that provide access, parking, and delivery areas for the businesses and parcels within the District. Each parcel derives special benefit from the parking lot improvements and services necessary to maintain the parking lot. The improvements and services include landscape maintenance of several islands and medians; maintenance and operation of lighting facilities, short and long-term parking lot maintenance, and sweeping services. Each assessed parcel within the District receives a direct and special benefit from these improvements and will share proportionately in the cost of maintaining the parking lots. The parking areas consist of the three-complete parking lot areas along with a portion of parking areas throughout the District. The three parcels that are entirely parking lots (627-212-016; 627-221-011; and 627-222-043), and one easement/walkway parcel (627-222-042) receive no special benefit from the improvements and will not be assessed.

In determining the method of apportionment for these improvements, each parcel's benefit is based on the parking area adjacent to, and associated with, each parcel. Therefore, it has been determined that a fair and reasonable reflection of each parcel's benefit for the parking lot improvements shall be based on the approximate front footage adjacent to the parking areas. Most parcels within the District front the parking lots on only one side. To ensure a reasonable and equitable apportionment of special benefit, parcels that front the parking lot on more than one side (corner properties), are only assessed for their front footage along the side of their property adjacent to the parking lot.

Solid Waste (Refuse) Collection Services

Establishing separate refuse receptacles for each parcel or business within Presidents' Plaza, and thereby allowing for separate charges and agreements for this service, is not practical due to limited space and accessibility. Therefore, several common refuse containers have been placed within the parking lot area for use by all the properties and businesses, and patrons of these businesses, within the District. Historically, all developed properties within Presidents' Plaza have shared proportionately in the costs associated with refuse collection based on the building square footage of the structures on each parcel.

In determining the method of apportionment for refuse collection services, the possibility of factoring in business types as well as building square footage was considered. However, the inclusion of business types in the calculation of an annual assessment poses several problems. First, many of the parcels assessed include multiple business types, which could require a complex calculation to identify potential use of the service. Second, businesses often change from year-to-year or even month to month, making specific business-related assessments difficult to track and time-consuming and expensive to administer. Third, establishing a method of apportionment that is business-specific rather than parcel-specific would likely result in annual changes for each parcel's assessment even if the cost of the service were unchanged. Finally, the level of service (number of pick-ups and receptacles) has changed very little over the last several years. Although many of the businesses and business types have changed within the District, the total cost of providing this service has remained fairly constant.

In contrast to the total cost, it is not reasonable to assume that all developed parcels utilize or require the same level of refuse service; typically, the larger the building, the greater amount of refuse that is generated. Therefore, it has been determined that a fair and reasonable estimate of each parcel's benefit for refuse collection is the building square footage determined for each parcel.

As noted previously, due to limited space and accessibility, it is not practical for each parcel or business within Presidents' Plaza to have separate containers or agreements with the waste hauler. However, it is recognized the baseline level of service (number of bins, size of the bins and frequency of service) established for the District may not be adequate or appropriately reflect the needs of changing business within the District. Therefore, the following considerations and criteria shall be followed when the level of service provided requires modifications:

- ♦ If the level of service is reduced, the incremental cost savings (if any) will be reviewed and applied, as follows:
 - **Reserve Fund Account:** City staff and the owners' association will evaluate the existing available Reserve Fund to ensure an acceptable amount of money is being retained for normal annual operation of the District. Based on this evaluation, the owners' association will modify the annual plan (recommendation to the City Council) to apply all or a portion of the cost savings to the Reserve Account. A fully funded Reserve is an amount equal to approximately one half of all annual operating expenses.
 - **Reduced Assessments:** After reviewing the Reserve Account, any cost savings not applied to the Reserve Account (Reserve Fund Collection) will be passed on to each parcel within the District by reducing their annual assessment for the next fiscal year, in proportion to their estimated benefit (from the method of apportionment).
- ♦ If the level of service is increased, the incremental cost increase (if any) will be reviewed and applied, as follows:
 - **Increased Service District-wide:** When the current District was renewed/formed, an assessment range formula was approved. This formula provided for anticipated cost of living increases, but also allowed some flexibility for increased costs due to increased levels of service. If an increased level of service is required for the entire District, the increase is reflected in the annual budget. This budget increase will typically cause a proportional increase of the annual assessment. If the increased cost results in an assessment rate that exceeds the maximum assessment allowed, then reserve funds will be used to reduce the annual assessment to the maximum assessment allowed. If the reserve fund is not sufficient to cover the cost increase, the City Council may provide a temporary loan to the District or conduct a property owner ballot proceeding for an assessment increase.
 - **Increased Service for One Parcel:** When the current District was renewed/formed, a baseline assessment rate and level of service was established for all properties within the District. As businesses within the District change or continue to grow, these businesses may generate a need for an increased level of service, but it is not fair or equitable to spread the cost of this increased service to other properties within the District. Therefore, if a business requires an increased level of service, the respective business owner or owner of the property on which the business is located, must pay the resulting cost increase as a surcharge. Either the City or property owner may initiate the need for an increased service level. The City Council shall make the final determination as to the appropriate mechanism

by which the increased level of service will be provided. The increased level of service may include result in:

- Increasing number of pick-ups on a specific bin(s) used by the property or business.
- Increasing size of specific bin(s) used by the property or business if space permits.
- Providing separate bin(s) for property or business if space and accessibility permits.
- Any combination of the services above.

The costs associated with the increased level of service shall be the obligation of the business and/or property owner which is provided with the additional service. Payment for the increased level of service shall be reviewed by the owner's association, which will make a recommendation to the City Council for approval. The additional cost of providing the increased level of service may be added to the annual assessment for the property as a surcharge (in addition to their annual assessment), upon written petition of the property owner and approval by the City Council. The request may require a signed agreement between the property owner and City. However, before any action is taken to add a surcharge to the property tax roll as part of the property's annual assessment, the property owner/business shall work with City staff and owner's association to establish the necessary level of additional service and arrange for direct payment for the service to the waste hauler or the City, if possible.

Method of Apportionment Calculations

The apportionment of benefit within the District utilizes a weighting factor known as an Equivalent Benefit Unit (EBU). Each parcel's EBU represents a percentage of the total EBU applied for the entire District. Depending on the improvement or activity provided, the EBU assigned to each parcel is based on either the parcel's development (approximate building square footage) or the parcel's area of improvement (front footage to the parking lots). The cost of refuse collection services is apportioned based on each parcel's approximate building square footage. All other improvements and services funded through the District are associated with the parking lots. The total cost of the parking lot improvements and services is apportioned to each parcel based on their front footage to the parking lots.

The sum of each parcel's proportionate share of refuse collection and parking lot costs represents the parcel's Total Direct Cost. In addition to a parcel's Total Direct Cost, each parcel is assessed for administration expenses and a reserve fund collection (Indirect Costs). Indirect Costs for each parcel have been apportioned by a percentage of the parcel's Direct Costs, not to exceed fifteen percent (15%). Therefore, each parcel's Total Annual Assessment is the sum of its proportionate share of the Total Direct Cost and Total Indirect Costs. Although each parcel's proportional benefit and assessment for each improvement is calculated individually, each parcel's maximum assessment is based on the parcel's combined assessment for all costs and services. The rate applied to any one improvement or service may exceed the maximum rate originally established, provided the parcel's combined assessment does not exceed the combined maximum assessment established for the property (excluding changes in land use or development).

The County requires that all annual assessments levied and submitted for collection on tax bills be rounded to the nearest even penny, thus allowing the total assessment to be split into two installments. To comply with the County's requirements, the calculation of each assessment component is rounded to the nearest even penny and subsequently added together for the parcel's Total Annual Assessment. A description of the general method used to arrive at each parcel's proposed assessment is found below.

Apportionment of Direct Costs

Refuse Collection Assessment

The Total Refuse Cost estimated for refuse collection services is based on the City's contract with a waste hauler for service to Presidents' Plaza. This Total Refuse Cost divided by the estimated Total Building Square Footage establishes a Rate per building square foot. The Rate is multiplied by each parcel's estimated building square footage to calculate the parcel's proportionate share of the refuse service cost.

$$\text{Total Refuse Cost} / \text{Total Building Square Footage} = \text{Rate per Building Square Foot}$$

$$\text{Rate} \times \text{Parcel Building Square Footage} = \text{Refuse Assessment}$$

Note: For purposes of calculating the refuse assessment, the building square footage for each parcel has been rounded to the nearest hundred square feet. Refer to Appendix "B" for building square footage applied.

The refuse assessment rates based on fiscal year and building size is found below as Table 1.

Table 1: Building Size Proposed Rates

Proposed Building Maximum Rates (per Square Foot)	
FY 2022/2023	\$0.7179
FY 2023/2024	\$0.7394
FY 2024/2025	\$0.7616
FY 2025/2026	\$0.7845
FY 2026/2027	\$0.8080

There are currently forty-two (42) developed commercial properties within the District that are assessed for refuse collection services based on approximate building square footage. Individual parcel refuse assessments can be found on the Assessment Roll (Appendix C).

Parking Lot Assessment

The total Lot Cost estimated for parking lot improvements and services is based on the estimated annual costs to maintain the landscaping, utilities (lighting and water), and parking lot (short and long-term maintenance and sweeping services) within Presidents' Plaza. This Total Lot Cost divided by the applied parking lot Total Front Footage, establishes a Rate per front foot. The Rate is multiplied by each parcel's applied front footage to calculate the parcel's proportionate share of the parking lot maintenance costs.

$$\text{Total Lot Cost} / \text{Total Front Footage} = \text{Rate per Front Foot}$$

$$\text{Rate per Front Foot} \times \text{Parcel Front Footage} = \text{Parking Lot Assessment}$$

Note: For purposes of calculating the parking lot assessment, each parcel's front footage is based on the parcel's footage rounded to the nearest five feet. Refer to Appendix "B" for front footage applied.

The parking lot assessment rates based on fiscal year and linear feet is found below as Table 2.

Table 2: Parking Lot Proposed Rates

Proposed Parking Maximum Rates (per Linear Foot)	
FY 2022/2023	\$37.3494
FY 2023/2024	\$38.4699
FY 2024/2025	\$39.6240
FY 2025/2026	\$40.8127
FY 2026/2027	\$42.0371

All parcels within the District receive direct and special benefits from the parking lot improvements and services. Each parcel is assessed proportionately based on their front footage adjacent to the parking lot.

Apportionment of Indirect Costs

To ensure the improvements, activities, and services provided and funded through the District are continued, each parcel will be assessed for its proportional share of administrative and reserve costs (Indirect Costs). Indirect Costs include all expenses related to the administration of the District as well as the collection of money toward a Reserve Fund. The annual assessment for Indirect Costs has been established at fifteen percent (15%) of the Total Direct Costs assessed to each parcel.

The sum of each parcel's proportionate share of refuse collection and parking lot costs represents the parcel's Direct Cost. This Direct Cost multiplied by fifteen percent (15%) represents each parcel's proportionate share of the Indirect Costs.

$$\text{Parcel's Total Direct Cost} \times 15\% = \text{Indirect Assessment}$$

The Indirect Cost for each fiscal year is found below as Table 3.

Table 3: Proposed Indirect Costs

Indirect Cost (Total Dollars)	
FY 2022/2023	\$52,035.00
FY 2023/2024	\$53,596.05
FY 2024/2025	\$55,203.93
FY 2025/2026	\$56,860.05
FY 2026/2027	\$58,565.85

Total Annual Assessment

Each parcel's Total Annual Assessment is the sum of their proportionate share of the Direct Costs and Indirect Costs. The preceding description of the method of apportionment outlines the estimated cost and rates applied for the District and the maximum amount projected. The maximum projected amounts were determined by applying an annual inflationary factor of three percent (3%) on the remaining four years of the five-year period, with the first year based on actuals and forecasting.

Annual Budget Adjustments

For the subsequent years of the five-year term of the PBID renewal, annual assessments may be adjusted by the owners' association up to three percent (3%) per year. Actual annual adjustments may range from zero (0) to three percent (3%). Adjustments may differ from year to year depending on the service needs identified by the owners' association. In any event, assessments will not exceed the levels illustrated by the District Budget (Table 4).

Any annual budget surplus or deficit will be accrued into the following year's PBID budget. Assessments will be set accordingly, within the constraints of the annual adjustment, to adjust for surpluses or deficits that are carried forward.

IV. Description of Budget Items

Direct Benefit Costs

Landscape Maintenance: Includes all regularly scheduled labor, material (e.g., pipe, fertilizer, insecticides), and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities. All landscaping improvements within the District are contracted for maintenance and service on a regular basis. The frequency and specific maintenance operations required within the District is determined by City staff but is generally scheduled weekly. The costs include annual tree and palm pruning, and tree replacement as well.

Landscape Repairs: Includes repairs costs that are not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism and storms. Planned upgrades (irrigation system improvements) may also be included as well.

Water: Includes utility costs to furnish water required for landscape irrigation.

Lighting: Includes utility costs for the operation of lighting facilities in the parking lots and landscaped areas, excluding lighting maintenance.

Sweeping Services: Includes bi-weekly cleaning of the parking lots and gutters using a contracted service.

Solid Waste Removal Services: Includes the furnishing of bins and bi-weekly collection of solid waste. The City contracts with a waste hauler for this service. Only developed properties (with a structure) receive special benefit from this service and are assessed for this service accordingly.

Miscellaneous Direct: Includes repairs costs for waterlines, benches, tables, trash enclosures, graffiti removal, lighting, and other unanticipated costs on an as-needed basis.

Indirect Benefit Costs

District Administration: Includes costs for the City to provide the coordination of District services, operations and maintenance of the District, response to public concerns and education, and procedures associated with the levy and collection of assessments. This cost also includes contracting with professionals to provide additional administrative, legal, or engineering services specific to the District.

County Administration Fee: Includes costs for the County to collect District assessments on the property tax bills. This charge is based on a flat rate per fund number.

County Administration Fee: This is the actual cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a flat rate per fund number, which is \$87.23 for FY 2024/2025 (at the time of this report FY 2025/2026 rates were not available).

County Per Parcel Fee: This is the cost for the County to collect assessments on the property tax bills. This charge is on a per assessment basis at \$0.36 per assessment for FY 2024/2025 (at the time of this report FY 2025/2026 rates were not available) and is in addition to the County Administration Fee.

Miscellaneous Indirect: Includes costs related to District administration, including required formation, documentation, recordation, and legal fees.

Reserve Fund Collection: Includes collection of funds to operate the District from July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. The Reserve Fund eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. The Reserve Fund may also be used to offset any unforeseen costs such as repairs, legal fees, revenue deficits, or increased costs due to inflation or contractual agreements that are greater than originally planned.

Capital Improvement Project Reserve: Includes collection for unscheduled, unforeseen expense that may occur throughout the life of the District's five-year maintenance period, including short and long-term parking lot maintenance such as all regularly scheduled labor, material, and equipment for patching of asphalt, slurry sealing, and parking lot striping required to properly maintain and ensure the satisfactory condition of the parking lots and appurtenant facilities. The frequency and specific maintenance operations required within the District is determined by City staff, but slurry sealing, and parking lot striping are generally scheduled annually, while patching of asphalt is performed on an as-needed basis. Parking lot maintenance for slurry sealing and parking lot striping within the District is contracted for service on a regular basis, while patching of asphalt may be performed by City staff or contracted for service as needed. The City shall be responsible for activities and costs associated with the Capital Improvement Project Reserve.

Levy Breakdown

Total District and Indirect Costs: Represents the sum total of all budgeted Direct and Indirect costs.

Anticipated Deficit/Surplus: Represents anticipated costs of the District that exceeds the amount to be collected. This item also reflects beginning balance deficits. When the actual cost and expenditures for the District are greater than the amount budgeted and collected in the prior fiscal year, the District has a Beginning Balance Deficit. This deficit may be the result of unforeseen and extraordinary costs incurred, or assessments collected being less than anticipated. When a deficit occurs, the deficit amount may be added to the amount to be collected through the levy for the current fiscal year or recovered through use of the Reserve Fund.

When the actual costs and expenditures for the District are less than the amount budgeted and collected in the prior fiscal year, the District has a Beginning Balance Surplus. When a surplus occurs, the amount may be used to reduce assessments for the following year or may be added to the Reserve Fund.

Balance to Levy: Represents the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct Costs, Indirect Costs, Reserve Fund Credit, Revenue Deficits, Other Revenue Sources, Revenue Surpluses, and Contribution Replenishments.

District Statistics

Total Parcels: Represents the total number of parcels within the District.

Total Parcels To Levy: Represents the total number of parcels within the District that will be assessed. Non-assessed lots or parcels include easements, common areas, and parcels within the boundaries of the District that currently do not benefit from the improvements.

Total Building Square Footage: Represents the sum total of the building square footage applied to parcels within the District.

Total Front Footage (Parking Lot): Represents the sum total of the parking lot front footage applied to parcels within the District.

Levy Rate per Building Square Foot: Represents the Rate being applied to each parcel's individual building square footage (calculation of each parcel's proportionate share of refuse collection services). The Levy Rate per Square Foot is the result of dividing the estimated total refuse cost for that year by the sum of the District's Total Building Square Footage. The rate is calculated to four decimal places.

Levy Rate per Front Foot: Represents the Rate being applied to each parcel's individual parking lot front footage (calculation of the parcel's proportionate share of parking lot maintenance costs). The Levy Rate per Front Foot is the result of dividing the estimated total parking lot costs for that year by the sum of the District's Total Parking Lot Front Footage. The rate is calculated to four decimal places.

Indirect Cost Percentage: Represents the percentage applied to each parcel's Direct Costs to determine the parcel's proportionate share of the amount to be assessed for administrative expenses and Reserve Fund Collection. A maximum rate of fifteen percent (15%) has been established. An even Reserve Fund Credit has been applied for each year (five-years).

District Budget

The District Budget (Table 4) lists the estimated costs of providing the various improvements and services. The costs and the resulting rate for each fiscal year is based on the estimated costs to provide the improvements and services that year. The projected annual costs anticipated over the five-year duration of the District assessments have been calculated based on actuals, forecasting and an annual inflationary factor of three percent (3%) from the first fiscal year. However, this inflation factor does not mean the assessments will increase annually by three percent (3%). The owners' association appointed by the City Council, will annually review the District costs, and make recommendations for any changes or adjustments to the budget. Changes to the budget, could result in changes to the annual assessment, but the resulting total assessment may not exceed the maximum rates established in the original Engineer's Report without first obtaining property owner approval through assessment ballots.

Table 4: District Budgets

Maximum Proposed Assessment for Fiscal Years 2022/23 through 2026/27 (Five Years)					
Budget Item	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Direct Benefit Costs					
Landscape Maintenance	\$ 54,000.00	\$ 55,620.00	\$ 57,288.60	\$ 59,007.26	\$ 60,777.48
Landscape Repairs	6,000.00	6,180.00	6,365.40	6,556.36	6,753.05
Miscellaneous Direct (waterlines, benches, tables, trash enclosures, graffiti removal, etc.)	20,000.00	20,600.00	21,218.00	21,854.54	22,510.18
Water	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72
Lighting	28,200.00	29,046.00	29,917.38	30,814.90	31,739.35
Sweeping Services	6,300.00	6,489.00	6,683.67	6,884.18	7,090.71
Service Subtotal (Based on parking lot footage)	\$ 139,500.00	\$ 143,685.00	\$ 147,995.55	\$ 152,435.42	\$ 157,008.48
Solid Waste Removal Services	\$ 207,400.00	\$ 213,622.00	\$ 220,030.66	\$ 226,631.58	\$ 233,430.53
Total Direct Benefit	\$ 346,900.00	\$ 357,307.00	\$ 368,026.21	\$ 379,067.00	\$ 390,439.01
Indirect Costs					
District Administration	\$ 16,107.76	\$ 16,590.99	\$ 17,088.72	\$ 17,601.38	\$ 18,129.43
County Administration Fee	210.42	216.73	223.24	229.93	236.83
County Per Parcel Fee	102.35	105.42	108.58	111.84	115.20
Miscellaneous Indirect	18,269.47	18,817.55	19,382.08	19,963.54	20,562.45
Administrative Subtotal	\$ 34,690.00	\$ 35,730.70	\$ 36,802.62	\$ 37,906.70	\$ 39,043.90
Reserve Fund Collection (5%)	17,345.00	17,865.35	18,401.31	18,953.35	19,521.95
Total Indirect Cost	\$ 52,035.00	\$ 53,596.05	\$ 55,203.93	\$ 56,860.05	\$ 58,565.85
Levy Breakdown					
Total Direct Costs and Indirect Costs	\$ 398,935.00	\$ 410,903.05	\$ 423,230.14	\$ 435,927.05	\$ 449,004.86
Anticipated Deficit or Surplus	-	-	-	-	-
Balance to Levy	\$ 398,935.00	\$ 410,903.05	\$ 423,230.14	\$ 435,927.05	\$ 449,004.86
Estimated City Funded Project Reserve (Parking Lot Maintenance, etc.)	74,100.00	76,323.00	78,612.69	80,971.07	83,400.20
District Statistics					
Total Parcels	46	46	46	46	46
Total Parcels To Levy	42	42	42	42	42
Total Building Square Footage	288,900.00	288,900.00	288,900.00	288,900.00	288,900.00
Total Front Footage (Parking Lot)	3,735.00	3,735.00	3,735.00	3,735.00	3,735.00
Levy Rate per Building Square Foot	\$ 0.7179	\$ 0.7394	\$ 0.7616	\$ 0.7845	\$ 0.8080
% increase					
Levy Rate per Front Foot	\$ 37.3494	\$ 38.4699	\$ 39.6240	\$ 40.8127	\$ 42.0371
% increase					
Indirect Cost Percentage(1)	15.00000%	15.00000%	15.00000%	15.00000%	15.00000%
Capital Improvement Project Reserve Fund Balance					
Previous Balance	\$ -	\$ 74,100.00	\$ 150,423.00	\$ 229,035.69	\$ 310,006.76
Capital Improvement Project Reserve	74,100.00	76,323.00	78,612.69	80,971.07	83,400.20
Estimated Ending Balance	\$ 74,100.00	\$ 150,423.00	\$ 229,035.69	\$ 310,006.76	\$ 393,406.96
Reserve Fund Balance					
Previous Balance	\$ 186,531.00	\$ 203,876.00	\$ 221,741.35	\$ 240,142.66	\$ 259,096.01
Reserve Collection	17,345.00	17,865.35	18,401.31	18,953.35	19,521.95
Estimated Reserve Ending Balance	\$ 203,876.00	\$ 221,741.35	\$ 240,142.66	\$ 259,096.01	\$ 278,617.96

Appendix A — Assessment Diagram

The Assessment Diagram for the District is shown in reduced format and inclusive of all parcels identified on the County of Riverside Assessor's Parcel Maps as Book 627, Pages 212, 221, and 222. The Assessment Diagram will be kept on file with the City Clerk of the City of Palm Desert.



Map ID	Assessor's Parcel Number	Map ID	Assessor's Parcel Number	Map ID	Assessor's Parcel Number	Map ID	Assessor's Parcel Number
1	627-212-002	13	627-212-017	25	627-222-008	37	627-222-038
2	627-212-003	14	627-221-001	26	627-222-014	38	627-222-041
3	627-212-004	15	627-221-002	27	627-222-015	39	627-222-042
4	627-212-005	16	627-221-004	28	627-222-021	40	627-222-043
5	627-212-006	17	627-221-008	29	627-222-024	41	627-222-044
6	627-212-009	18	627-221-009	30	627-222-025	42	627-222-048
7	627-212-010	19	627-221-010	31	627-222-026	43	627-222-052
8	627-212-011	20	627-221-011	32	627-222-027	44	627-222-053
9	627-212-012	21	627-222-002	33	627-222-028	45	627-222-055
10	627-212-014	22	627-222-003	34	627-222-029	46	627-222-058
11	627-212-015	23	627-222-004	35	627-222-030		
12	627-212-016	24	627-222-005	36	627-222-034		

Appendix B – Actual Parcel Information

The actual parcel information is shown in Table 5, includes building square footage and front footage, which are used in calculating each parcel's proportionate share of all District Costs.

Table 5: Actual Parcel Information

Assessment Number	Assessor Parcel Number	Situs Address	Actual Parking Lot Front Footage	Applied Parking Lot Front Footage	Actual Building Square Feet	Applied Building Square Feet
1	627-212-002	73669 HIGHWAY 111	50.00	50.00	3,885	3,900
2	627-212-003	73677 HIGHWAY 111	200.00	200.00	8,650	8,700
3	627-212-004	73731 HIGHWAY 111	100.00	100.00	8,525	8,500
4	627-212-005	73640 EL PASEO	171.55	170.00	12,132	12,100
5	627-212-006	73660 EL PASEO	50.00	50.00	5,820	5,800
6	627-212-009	73690 EL PASEO	50.00	50.00	8,150	8,200
7	627-212-010	73700 EL PASEO	50.00	50.00	3,210	3,200
8	627-212-011	73710 EL PASEO	50.00	50.00	5,030	5,000
9	627-212-012	73722 EL PASEO	50.00	50.00	2,400	2,400
10	627-212-014	73730 EL PASEO	50.00	50.00	5,000	5,000
11	627-212-015	73625 HIGHWAY 111	221.55	220.00	20,987	21,000
12	627-212-016	NO SITUS AVAILABLE	0.00	0.00	0	0
13	627-212-017	73670 EL PASEO	100.00	100.00	10,238	10,200
14	627-221-001	73741 HIGHWAY 111	50.00	50.00	4,750	4,800
15	627-221-002	73759 HIGHWAY 111	50.00	50.00	4,750	4,800
16	627-221-004	73760 EL PASEO	213.02	215.00	18,182	18,200
17	627-221-008	73740 EL PASEO	50.00	50.00	5,300	5,300
18	627-221-009	73750 EL PASEO	50.00	50.00	4,563	4,600
19	627-221-010	73801 HIGHWAY 111	225.16	225.00	1,568	1,600
20	627-221-011	NO SITUS AVAILABLE	0.00	0.00	0	0
21	627-222-002	73845 HIGHWAY 111	50.00	50.00	4,435	4,400
22	627-222-003	73851 HIGHWAY 111	50.00	50.00	3,250	3,300
23	627-222-004	73861 HIGHWAY 111	50.00	50.00	3,250	3,300
24	627-222-005	73871 HIGHWAY 111	50.00	50.00	3,000	3,000
25	627-222-008	73891 HIGHWAY 111	100.00	100.00	6,712	6,700
26	627-222-014	73965 HIGHWAY 111	50.00	50.00	4,692	4,700
27	627-222-015	73981 HIGHWAY 111	50.00	50.00	3,900	3,900
28	627-222-021	73880 EL PASEO	50.00	50.00	3,762	3,800
29	627-222-024	73900 EL PASEO	50.00	50.00	5,050	5,100
30	627-222-025	73910 EL PASEO	50.00	50.00	5,000	5,000
31	627-222-026	73920 EL PASEO	50.00	50.00	5,000	5,000
32	627-222-027	73930 EL PASEO	50.00	50.00	5,150	5,200
33	627-222-028	73940 EL PASEO	50.00	50.00	4,950	5,000
34	627-222-029	73950 EL PASEO	50.00	50.00	4,800	4,800
35	627-222-030	73956 EL PASEO	50.00	50.00	4,950	5,000
36	627-222-034	73925 HIGHWAY 111	100.00	100.00	6,276	6,300
37	627-222-038	73890 EL PASEO	100.00	100.00	9,900	9,900
38	627-222-041	73885 HIGHWAY 111	75.00	75.00	5,925	5,900
39	627-222-042	NO SITUS AVAILABLE	0.00	0.00	0	0
40	627-222-043	45211 PORTOLA AVE	0.00	0.00	0	0
41	627-222-044	73990 EL PASEO	140.63	140.00	13,338	13,300
42	627-222-048	73941 HIGHWAY 111	100.00	100.00	7,825	7,800
43	627-222-052	73820 EL PASEO	251.69	250.00	11,694	11,700
44	627-222-053	73833 HIGHWAY 111	151.69	150.00	8,238	8,200
45	627-222-055	73970 EL PASEO	100.00	100.00	15,017	15,000
46	627-222-058	73993 HIGHWAY 111	140.00	140.00	9,312	9,300
Total			3740.29	3735.00	288,566	288,900

Assessor Parcel Numbers 627-212-016, 627-221-011, 627-222-021, and 627-222-043 are part of the District's parking lot and parcel 627-222-042 is an easement/w alkway. These parcels are not assessed.

Source: Riverside County Secured Roll; Willdan Financial Services

Appendix C —Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Plan is prepared.

The Assessment Roll, which includes a listing of assessor parcels assessed within this District, along with their assessment amounts, is shown in Table 6.

Table 6: Assessment Roll

Assessor Parcel Number	Situs Address	Refuse Collection Assessment FY 2025/2026	Parking Lot Assessment FY 2025/2026	Indirect Cost Assessment FY 2025/2026	Total Assessment FY 2025/2026
627-212-002	73669 HIGHWAY 111	\$3,059.40	\$2,040.63	\$765.00	\$5,865.02
627-212-003	73677 HIGHWAY 111	6,824.83	8,162.53	2,248.10	17,235.46
627-212-004	73731 HIGHWAY 111	6,667.94	4,081.26	1,612.38	12,361.58
627-212-005	73640 EL PASEO	9,492.01	6,938.15	2,464.52	18,894.68
627-212-006	73660 EL PASEO	4,549.89	2,040.63	988.57	7,579.08
627-212-009	73690 EL PASEO	6,432.60	2,040.63	1,270.98	9,744.20
627-212-010	73700 EL PASEO	2,510.28	2,040.63	682.63	5,233.54
627-212-011	73710 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-212-012	73722 EL PASEO	1,882.71	2,040.63	588.50	4,511.84
627-212-014	73730 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-212-015	73625 HIGHWAY 111	16,473.73	8,978.79	3,817.87	29,270.38
627-212-016	NO SITUS AVAILABLE	0.00	0.00	0.00	0.00
627-212-017	73670 EL PASEO	8,001.53	4,081.26	1,812.41	13,895.20
627-221-001	73741 HIGHWAY 111	3,765.42	2,040.63	870.90	6,676.94
627-221-002	73759 HIGHWAY 111	3,765.42	2,040.63	870.90	6,676.94
627-221-004	73760 EL PASEO	14,277.24	8,774.72	3,457.79	26,509.74
627-221-008	73740 EL PASEO	4,157.65	2,040.63	929.74	7,128.02
627-221-009	73750 EL PASEO	3,608.53	2,040.63	847.37	6,496.52
627-221-010	73801 HIGHWAY 111	1,255.14	9,182.85	1,565.69	12,003.68
627-221-011	NO SITUS AVAILABLE	0.00	0.00	0.00	0.00
627-222-002	73845 HIGHWAY 111	3,451.64	2,040.63	823.84	6,316.10
627-222-003	73851 HIGHWAY 111	2,588.73	2,040.63	694.40	5,323.76
627-222-004	73861 HIGHWAY 111	2,588.73	2,040.63	694.40	5,323.76
627-222-005	73871 HIGHWAY 111	2,353.39	2,040.63	659.10	5,053.12
627-222-008	73891 HIGHWAY 111	5,255.90	4,081.26	1,400.57	10,737.72
627-222-014	73965 HIGHWAY 111	3,686.97	2,040.63	859.14	6,586.74
627-222-015	73981 HIGHWAY 111	3,059.40	2,040.63	765.00	5,865.02
627-222-021	73880 EL PASEO	2,980.96	2,040.63	753.23	5,774.82
627-222-024	73900 EL PASEO	4,000.76	2,040.63	906.20	6,947.58
627-222-025	73910 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-222-026	73920 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-222-027	73930 EL PASEO	4,079.21	2,040.63	917.97	7,037.80
627-222-028	73940 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-222-029	73950 EL PASEO	3,765.42	2,040.63	870.90	6,676.94
627-222-030	73956 EL PASEO	3,922.31	2,040.63	894.44	6,857.38
627-222-034	73925 HIGHWAY 111	4,942.12	4,081.26	1,353.50	10,376.88
627-222-038	73890 EL PASEO	7,766.19	4,081.26	1,777.11	13,624.56
627-222-041	73885 HIGHWAY 111	4,628.33	3,060.95	1,153.39	8,842.66
627-222-042	NO SITUS AVAILABLE	0.00	0.00	0.00	0.00
627-222-043	45211 PORTOLA AVE	0.00	0.00	0.00	0.00
627-222-044	73990 EL PASEO	10,433.36	5,713.77	2,422.06	18,569.18
627-222-048	73941 HIGHWAY 111	6,118.81	4,081.26	1,530.01	11,730.08
627-222-052	73820 EL PASEO	9,178.22	10,203.17	2,907.20	22,288.58
627-222-053	73833 HIGHWAY 111	6,432.60	6,121.90	1,883.17	14,437.66
627-222-055	73970 EL PASEO	11,766.95	4,081.26	2,377.23	18,225.44
627-222-058	73993 HIGHWAY 111	7,295.51	5,713.77	1,951.39	14,960.66
Total		\$226,631.38	\$152,435.17	\$56,859.80	\$435,926.16

Note: Total Assessment slightly different then total levy in budget due to rounding and County even penny rule.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst
Chris Gerry, Senior Project Manager

SUBJECT: RESOLUTIONS TO APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/26

RECOMMENDATION:

1. Adopt a resolution entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026."
2. Adopt a resolution entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026."

BACKGROUND/ANALYSIS:

The President's Plaza III Property and Business Improvement District (PBID III) was originally formed in Fiscal Year 2001/02 for a five-year term. A majority of property owners subsequently voted to renew PBID III for three additional five-year terms, with the current one being from Fiscal Year 2021/22 through 2025/26. The Management District Plan and Engineer's Report (Management District Plan) for PBID III is required to be prepared and approved annually, and the County of Riverside requires the annual order to levy and collect the assessments. The only modification of the PBID III budget that will be implemented this year is a three percent (3%) cost-of-living adjustment that was built into the current five-year plan as approved by the property owners.

PBID III includes properties that are located south of Palm Desert Drive at Highway 111, and north of El Paseo, between Highway 74 and Sage Lane. The City of Palm Desert (City) collects annual assessments from PBID III property owners to pay for landscape maintenance, street sweeping, and parking lot lighting within the common parking lot areas. The street boundaries of PBID III are shown in the attached Management District Plan (page 14).

The attached resolutions will approve next fiscal year's Management District Plan and allow the County to levy and collect the associated annual assessments within PBID III, on behalf of the City.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The assessment and collection of the levy amount will finance both ongoing maintenance and associated costs related to PBID III. Budgets for these costs have been included in the Proposed FY 2025-26 Annual Budget. Therefore there is no impact to the General Fund with this action.

ATTACHMENTS:

1. Resolution – Approve Management Plan
2. Resolution – Order the Levy
3. FY 2025/26 Management District Plan and Engineer's Report

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT,
CALIFORNIA, APPROVING THE MANAGEMENT DISTRICT PLAN FOR
THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS
IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026

WHEREAS, in Fiscal Year 2021/2022 the City Council pursuant to the provisions of *Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the Streets and Highways Code of California* (hereafter referred to as the "Code"), and in accordance with the provisions of the *California Constitution Article XIID* conducted proceedings for the formation of the President's Plaza III Property and Business Improvement District (hereafter referred to as the "District"), and the levy of annual assessments connected therewith; and,

WHEREAS, on July 8, 2021, the City Council held a full and fair public hearing regarding the formation of the District and the establishment of annual assessments, and the maximum assessments required to pay the maintenance and services of landscaping, lighting, refuse collection and all appurtenant facilities and operations related thereto for a five-year period beginning July 1, 2021 and ending June 30, 2026 pursuant to the Code; and,

WHEREAS, upon conclusion of the public hearing of July 8, 2021, the City Council tabulated the property owner assessment protest ballots returned and by resolution confirmed that majority protest did not exist and by resolution approved the Management District Plan, appointed an Advisory Board for the District, ordered the formation of the District, and ordered the levy and collection of the first annual assessments; and,

WHEREAS, pursuant to the Code, the City Council appointed the President's Plaza III Committee as the Advisory Board for the District and this Advisory Board has caused to be prepared an annual Management District Plan (hereafter referred to as the "Report") each fiscal year for which assessments are to be levied and collected, said Report shall be filed with the City Clerk and shall contain: any proposed changes to the District boundary; the improvements and activities to be provided; the estimated costs and method of assessment; the amount of any surplus or deficit; and contributions from other sources; and,

WHEREAS, pursuant to the Code, the Advisory Board has caused to be prepared a Report in connection with the District describing the proposed improvements, services, expenditures and assessments to be levied for Fiscal Year 2025/2026, and filed with the City Clerk of the City of Palm Desert and the City Clerk has presented to the City Council such Report entitled "*City of Palm Desert President's Plaza III Property and Business Improvement District Management District Plan and Engineer's Report, Fiscal Year 2025/2026*"; and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth

therein, and finds that the levy of assessments has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Report as presented, consists of the following:

- A. A Description of the District boundaries and all properties benefiting from the improvements and services.
- B. A Description of improvements and services to be provided by the District.
- C. The annual budget (estimates of costs and expenses of services, operations and maintenance).
- D. The method and basis of levying the assessments.
- E. The estimated amount of any surplus/deficit from the previous fiscal year and the estimated amount of any contributions to be made from other sources.

SECTION 3. The Report as presented, is hereby approved and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report and appointment of the District Advisory Board.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT,
CALIFORNIA ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS FOR THE PRESIDENT'S PLAZA III PROPERTY AND
BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026

WHEREAS, on July 8, 2021, the City Council called and duly held a public hearing and property owner protest ballot proceedings for the President's Plaza III Property and Business Improvement District (hereafter referred to as the "District") pursuant to the provisions of *Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the Streets and Highways Code of California* (hereafter referred to as the "Code") and the California Constitution Article XIID, for the purpose of presenting to the qualified property owners within the District the annual levy of assessments and a maximum annual assessment over a five year period beginning July 1, 2021 and ending June 30, 2026, for the costs and expenses associated with the maintenance and operation of landscaping, lighting, refuse collection and all appurtenant facilities related thereto; and,

WHEREAS, the landowners of record within the District as of the close of the Public Hearing held on July 8, 2021 did cast their ballots resulting in the approval of the District formation and annual levy of assessments related thereto; and,

WHEREAS, the City Council, pursuant to the Code did by previous resolutions renewed the District, and approved an annual report in connection with the District and appointed an Advisory Board that caused to be prepared such annual report for the City Council's approval; and the resolution renewing the District adopted on July 8, 2021 following the public hearing (the "Resolution of Formation") is incorporated herein by this reference and is made a part of this Resolution; and,

WHEREAS, the Advisory Board has held a meeting for reviewing and approving the proposed budget for Fiscal Year 2025/2026 and has prepared an annual report in connection with the District for Fiscal Year 2025/2026, and filed with the City Clerk of the City of Palm Desert and the City Clerk has presented to the City Council such annual report entitled "*City of Palm Desert President's Plaza III Property and Business Improvement District Management District Plan and Engineer's Report Fiscal Year 2025/2026*" (hereafter referred to as the "Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and by previous resolution has approved said Report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council desires to levy and collect the annual assessment for the District for Fiscal Year 2025/2026 pursuant to the provisions of the Code.

SECTION 3. Based upon its review of the Report, a copy of which has been presented to the City Council and filed with the City Clerk, the City Council hereby finds and determines that:

- A. The territory of land within the District will receive special benefits from the operation, maintenance and servicing of the improvements and appurtenant facilities located within the boundaries of the District.
- B. District includes all the lands so benefited.
- C. The net amount to be assessed upon the lands within the District in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services.
- D. The assessments so described in the Report are consistent with the assessments so approved by the property owners within the District.

SECTION 4. The Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

SECTION 5. The City Council hereby orders the improvements to be made, and the levy and collection of annual assessments to pay for those improvements to be presented to the County Auditor/Controller of Riverside for Fiscal Year 2025/2026. The County Auditor/Controller shall enter on the County Tax Roll opposite each parcel of land the amount of the assessment, and such assessments shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 6. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the President's Plaza III Property and Business Improvement District, and such money shall be expended only for the improvements described in the Report.

SECTION 7. The adoption of this Resolution, and the Resolution of Formation by this reference, constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

SECTION 8. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK



PALM DESERT
CALIFORNIA

City of Palm Desert

President's Plaza III Property and Business Improvement District

**MANAGEMENT DISTRICT PLAN
AND ENGINEER'S REPORT
FISCAL YEAR 2025/2026**

PUBLIC HEARING: JUNE 26, 2025

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ENGINEER'S REPORT AFFIDAVIT

City of Palm Desert President' Plaza III Property and Business Improvement District

City of Palm Desert
Riverside County, State of California

This Report describes the District and defines improvements, budget and method of assessment apportionment, and the parcels to be levied for Fiscal Year 2025/2026 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Palm Desert

By: _____

Daniel Louie, Project Manager
District Administrative Services

By: _____

Tyrone Peter
P.E. # C 81888

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Overview

Introduction

The City of Palm Desert (“City”) formed and established the President’s Plaza III Property and Business Improvement Assessment District (“District”) beginning in Fiscal Year 2001/2002 to provide improvements and activities that confer special benefits upon real property within the boundaries of the District. The District was established and levied pursuant to Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code (“Act”). Pursuant to the Act, property owners within the District submitted a signed petition requesting formation of the District. The District was successfully formed for a term of five years and a maximum assessment was approved by the property owners through an assessment ballot proceeding, conducted according to provisions of the California Constitution Article XIID (“Proposition 218”). Fiscal Year 2005/2006 was the fifth year of the term of the District. Under the provisions of the Act, the property owners within the District may renew the District for a maximum term of ten (10) years. Pursuant to the Code, and the provision of the California Constitution, the property owners within the District approved the continuation of the District and assessment for an additional five years and on July 8th, 2021 the City authorized the funding for improvements and activities authorized within the District for a period of five years (Fiscal Years 2021/2022 through 2025/2026).

This combined Management District Plan and Engineer’s Report hereinafter referred to as “Plan” or “Report”, is presented in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code Section 36600 et. seq., hereinafter referred to as the “Act.” This is the Management District Plan required by Section 36622 of the Act, for the formation and continued establishment of the President’s Plaza III Property and Business Improvement District hereinafter referred to as “District” or “PBID III”, to fund services and activities to improve and convey special benefits to properties located within the boundaries of the District.

This Report describes the District, improvements and activities, method of apportionment, the proposed assessments for the current fiscal year, and the maximum assessment proposed for the five-year duration of the renewed District. The proposed assessments are based on the estimated cost to provide the improvements, activities, and operations that provide a direct and special benefit to properties within the District. The costs of improvements, activities, and operations include all expenditures, deficits, surpluses, revenues, and reserves. The word “property,” for the purposes of this Plan, refers to real property situated within the District, and identified as an individual property or parcel assigned its own Assessor’s Parcel Number (APN) by the County of Riverside Assessor’s Office. The County of Riverside Auditor/Controller uses APNs to identify on the tax roll parcels and properties assessed for taxes, special assessments, and fees and charges.

District Renewal Process

A written petition of the property owners within the District, representing more than 50 percent of the proposed assessment to be levied was submitted to the Palm Desert City Council to initiate formation proceedings. The City Council initiated proceedings for the formation of the District by adopting a resolution expressing its intention to form the District. The resolution of intention referenced the Engineer's Report and the Management District Plan, and noticed the time and place of a public hearing on the formation of the District and levy of assessments.

Within 90 days of adopting the resolution of intention, the City Council held a public hearing on the matter of formation, and caused notice to the property owners pursuant to Section 54954.6 of the Government Code. Public notices and assessment ballots (property owner protest ballots) were mailed to each property owner at least 45 days prior to the public hearing pursuant to Article XIID of the California Constitution.

At the public hearing, the City Council provided the public and property owners with an opportunity to provide oral protests and written protests prior to the adoption of the Engineer's Report and the Management District Plan. Pursuant to the *California Constitution Article XIID*, the City Council tabulated property owner assessment ballots received from property owners to determine whether a majority protest existed. It was determined and declared by resolution that majority protest did not exist, then the property owners confirmed and approved the assessments.

If the City Council has appointed an owner's association for the District, this owner's association shall make yearly recommendations to the City Council on the expenditures of revenue derived from the levy of assessments and on the classification of properties as applicable. This owner's association shall cause to be prepared a report each fiscal year for which assessments are to be levied and collected. Said annual report shall be filed with the City Clerk and shall contain: any proposed changes to the district boundary; the improvements and activities to be provided that year; the estimated costs for that year; the method of assessment; the amount of any surplus or deficit; and contributions from other sources. The City Council may approve the report as submitted or as modified.

Description of the District

District Boundary

The District consists of all parcels located in the commercial business area known as the President's Plaza III within the City of Palm Desert, County of Riverside. The District includes sixteen (16) assessed commercial parcels.

The boundary of the District and the parcels therein are generally located South of Palm Desert Drive at Highway 111; North of El Paseo; West of Sage Lane; and East of Old Highway 74, and includes the Palm Desert Parking Lot – a lease parcel to the City of Palm Desert located South of Highway 111; East of New Highway 74; and West of Old Highway 74.

Improvements and Activities

In an effort to enhance and improve business opportunities and the appearance of the area known as the President's Plaza III, the Agency provided funds for the renovation and capital improvement of the parking lot and landscaped areas related to this commercial business center. In conjunction with this renovation, President's Plaza III Property and Business Improvement District was formed in to provide and ensure the continued operation and maintenance of the improvements after the renovations had been completed. It has been determined that all the properties within the District receive special and distinct benefits from the improvements and activities to be funded through the assessments. The improvements include the necessary activities, services, operations, administration, and maintenance required to keep the improvements in satisfactory condition including all necessary labor, material, and equipment. The services may include, but are not limited to, regular maintenance, repair, removal or replacement of all or any part of the improvements including removal of trimmings, rubbish, debris and other solid waste; and, providing for the growth, health and beauty of landscaping and lighting including cultivation, trimming, spraying, fertilizing or treating for disease or damage as well as supplying necessary irrigation and electrical energy. The specific improvements and activities include:

- ♦ **Parking lot landscaped areas:** including, but not limited to, ground cover, shrubs, trees, plants, irrigation, and drainage systems and associated appurtenant facilities;
- ♦ **Parking lot lighting facilities:** including, but not limited to, bulbs, fixtures, poles, wiring, and electrical energy; and,
- ♦ **Debris removal:** including, but not limited to, regular mechanical sweeping of the parking lot.

The costs associated with the improvements are equitably spread among the benefiting parcels within the District utilizing the method of apportionment described in the Method

of Apportionment section of this Report. The total funds collected shall be dispersed and used for the services and operations provided to the District.

Special Benefits of the Improvements and Activities

Assessed properties within the District receive special benefits from one or more of the improvements and activities funded through the District assessments. Specifically, lighting and landscaping amenities within the parking lot, and regular sweeping of the parking lot.

The special benefits of lighting (parking lot lights) are the convenience, safety, and security of property, improvements, and goods. Specifically:

1. Enhanced deterrence of crime and aid police protection;
2. Increased nighttime safety for patrons and employees;
3. Improved visibility for pedestrians and motorists;
4. Improved ingress and egress to property;
5. Reduced vandalism and other criminal acts and damage to improvements or property;
6. Enhanced aesthetic appeal of the parking area and the properties that are associated with the parking area;
7. Increased promotion of business activities and opportunities during nighttime hours; and,
8. The special enhancement to the value of property, which results from the above benefits.

The benefits associated with landscaped islands and medians within the parking lot are specifically:

1. Improved aesthetic appeal of the parking area and nearby parcels;
2. Improved dust control;
3. Enhanced adaptation of the urban environment within the natural environment;
4. Improved traffic circulation;
5. A positive representation of the businesses within the District;
6. Centralized locations for refuse collection facilities; and,
7. The special enhancement to the value of property, which results from the above benefits.

Parking lot sweeping is an essential and necessary activity for all properties—particularly commercial properties. This improvement is funded through the assessments solely for the special benefit of properties within the District. The benefits associated with this service are:

1. Enhanced aesthetic appeal of the parking area and the properties that are associated with the parking area;
2. Improved dust control;
3. The special enhancement to the value of property, which results from the above benefits.

The on-going operation and maintenance of the landscaping, lighting, and sweeping improvements provide no measurable general benefit to other properties outside the District or to the public at large. Therefore, these improvements and the corresponding assessments have been identified as 100% special benefit to parcels within the District.

Method of Apportionment

Method of Apportionment Rationale

The costs of the District improvements have each been apportioned by a formula and method, which fairly distributes the net amount to be assessed among all assessed parcels in proportion to the estimated special benefits to be received by each parcel from the improvements.

Parking Lot Improvements and Services

All assessed parcels within the President's Plaza III PBID have use of, and access to, a centralized parking facility (lot) that provides access, parking, and delivery areas for the businesses and parcels within the District. Because the parking area is a centralized facility used and accessed by all properties within the District, each parcel's benefit is based on the size of such parcel. Therefore, it has been determined that a fair and reasonable reflection of each parcel's benefit for the parking lot improvements shall be based on the approximate size, in square feet, of each parcel.

Method of Apportionment Calculations

The Total Direct Costs of the parking lot improvements and services are apportioned to each parcel within the District based on each parcel's lot size in square feet. In addition to a parcel's Total Direct Cost, each parcel is assessed for District administration expenses and a reserve fund collection (Indirect Costs). The Indirect Costs for each parcel have been apportioned in the same manner as Total Direct Costs. Therefore, each parcel's Total Annual Assessment is the sum of its proportionate share of the Total Direct Costs and Total Indirect Costs.

Apportionment of Direct Costs

The Total Direct Costs estimated for parking lot improvements and services (maintenance) are based on the estimated annual costs to maintain the landscaping, lighting, and mechanical sweeping of the parking lot within President's Plaza III. The Total Direct Costs are divided by the sum of the square footage of all parcels within the District in order to establish a rate per parcel square foot. This rate multiplied by each parcel's square footage equals the parcel's proportionate share of the parking lot maintenance costs (rounded to the nearest even penny). The rate provided in **Table 1** is for Fiscal Year 2025/2026 only. Please refer to the District Budget (**Table 4**) for a recent history of assessment rates. Ongoing operations beyond Fiscal Year 2025/2026 will require district renewal.

$$\text{Total Direct Cost} / \text{Total Square Footage} = \text{Rate per Square Foot}$$

$$\text{Rate} \times \text{Parcel Square Footage} = \text{Direct Cost Assessment Component}$$

Table 1: Direct Cost Proposed Assessment and Rate

	Proposed Direct Costs for FY 2025/2026	Proposed Rate (per Square Foot) for FY 2025/2026
Fifth Fiscal Year Maximum	\$35,711	\$0.0788

Apportionment of Indirect (Administration/Reserve) Costs

To ensure the improvements, activities, and services provided and funded through the District are continued, each parcel will be assessed for administrative and reserve costs (Indirect Costs). These Indirect Costs include all expenses related to the administration of the District as well as the collection of money towards a Reserve Fund. The Reserve Fund Collection is proposed to be slightly above twenty percent (20.13%) of the annual Total Direct Costs of the District.

Similar to the method of apportionment for Total Direct Costs, the District's indirect costs are apportioned to each parcel based on each parcel's lot size in square feet. The rate provided in **Table 2** is for Fiscal Year 2025/2026 only. Please refer to the District Budget (**Table 4**) for a recent history of assessment rates. Ongoing operations beyond Fiscal Year 2025/2026 will require district renewal.

$$\text{Total Indirect Cost} / \text{Total Square Footage} = \text{Rate per Square Foot}$$

$$\text{Rate} \times \text{Parcel Square Footage} = \text{Indirect Cost Assessment Component}$$

Table 2: Indirect Cost Proposed Assessment and Rate

	Proposed Indirect Costs for FY 2025/2026	Proposed Rate (per Square Foot) for FY 2025/2026
Fifth Fiscal Year Maximum	\$16,080	\$0.0354

Total Annual Assessment

Each parcel's Total Annual Assessment is the sum of their proportionate share of the Direct Costs and Indirect Costs. The preceding description of the method of apportionment outlines the estimated cost and rates applied for the District in Fiscal Year 2025/2026. The rate provided in **Table 3** is for Fiscal Year 2025/2026 only. Please refer to the District Budget (**Table 4**) for a recent history of assessment rates. Ongoing operations beyond Fiscal Year 2025/2026 will require district renewal.

$$\text{Direct Cost Rate} + \text{Indirect Cost Rate} = \text{Total Rate per Square Foot}$$

$$\text{Total Rate} \times \text{Parcel Square Footage} = \text{Total Parcel Assessment}$$

Table 3: Total Cost Proposed Assessment and Rate

Fifth Fiscal Year	Proposed Direct Costs for FY 2025/2026	Proposed Rate (per Square Foot) for FY 2025/2026
Direct Costs Maximum	\$35,771	\$0.0788
Indirect Costs	\$16,080	\$0.0354
Total Costs Maximum	\$51,852	\$0.1142

Annual Budget Adjustments

For the five years of the term of the PBID III renewal, annual assessments may be adjusted by the President's Plaza III PBID owners' association up to three percent (3%) per year. Actual annual adjustments may range from zero percent (0%) to three percent (3%). Adjustments may differ from year to year depending on the service needs identified by the owners' association. In any event, assessments will not exceed the levels illustrated by the District Budget (**Table 4**).

Any annual budget surplus or deficit will be accrued into the following year's PBID budget. Assessments will be set accordingly, within the constraints of the annual adjustment, to adjust for surpluses or deficits that are carried forward.

Description of Budget Items In Table 4

Direct Benefit Costs

Sweeping Services: Weekly cleaning of the parking lot and gutters using a contracted, mechanized service.

Landscape Contract Maintenance: Includes all regularly scheduled labor, material (e.g. pipe, fertilizer, insecticides), and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities. All landscaping improvements within the District are contracted for maintenance and service on a regular basis. The frequency and specific maintenance and operations required within the District will be determined by City staff.

Lighting Repair and Maintenance: This item includes repairs that are not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism and storms, as well as planned upgrades, which could include replacing lighting materials or renovation of lighting systems.

Landscape Repair and Maintenance: This item includes repairs that are not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism and storms, as well as planned upgrades, which could include replacing plant materials or renovation of irrigation systems.

Landscape Utilities -Water: Utility cost to furnish water for required landscape irrigation.

Street Lighting Utilities - Electric: The furnishing of electricity required for the operation and maintenance of the lighting facilities. The City contracts for the furnishing of its electricity for street lighting, which includes normal maintenance and bulb replacement. This cost does not include repairs or replacement of damaged facilities due to vandalism, accidents, or storms.

Landscape Utilities - Electric: Utility cost for furnishing of electricity required for the operation of the irrigation systems and landscape maintenance.

Indirect Benefit Costs (Administration/Reserves)

District Administration: The cost to all departments and staff of the City, for providing the coordination of District services, operations, and maintenance of the District, response to public concerns and education, and procedures associated with the levy and collection of assessments. This cost also includes contracting with professionals to provide additional administrative, legal, or engineering services specific to the District.

County Administration Fee: This is the actual cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a flat rate per fund number, which is \$87.23 for FY 2024/2025 (at the time of this report FY 2025/2026 rates were not available).

County Per Parcel Fee: This is the cost for the County to collect assessments on the property tax bills. This charge is on a per assessment basis at \$0.36 per assessment for

FY 2024/2025 (at the time of this report FY 2025/2026 rates were not available) and is in addition to the County Administration Fee.

Operating Reserve Fund Collection: The Operating Reserve Fund provides for collection of funds to operate the District, for each fiscal year, from the period of July 1 through January when the County provides the City with the first installment of assessments collected from the property tax bills. The Operating Reserve Fund eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of each fiscal year. The Operating Reserve Fund may also be used to offset any unforeseen costs such as repairs, legal fees, revenue deficits, or increased costs due to inflation or contractual agreements that are greater than originally planned. The Operating Reserve Fund Collection amount is slightly less than three percent (2.80%) of the annual Total Direct Costs of the District in Fiscal Year 2025/2026.

Parking Lot Maintenance Fund Collection: The Parking Lot Maintenance Fund provides funds for the sealing and re-striping of the parking lot after the fourth year of the renewal term. The parking lot was last refurbished during December 2005, for which, the District's cost of sealing and re-striping the parking lot was \$27,200 (15.5 cents per square foot multiplied by 175,520 square feet of surface area) and the cost of repairs within the parking lot was \$24,300 (for 8,500 square feet of surface area); for a total cost of \$51,500. In anticipation of future refurbishment and necessary periodic repairs, the parking lot maintenance fund has been established, and is funded by a predetermined amount every Fiscal Year.

Insurance: This line item supports insurance costs for the operation of the District.

Levy Breakdown

Total District Costs: This is the sum of all budgeted Direct and Indirect costs.

District Statistics

Total Parcels: The total number of parcels within the District.

Total Parcels to Levy: The total number of parcels within the District to be assessed. Non-assessed lots or parcels include easements, communal areas, and parcels within the boundaries of the District, that currently do not benefit from the improvements, which are excluded in the Total Parcels to Levy.

Total Parcels Square Footage: This is the sum of the assessed parcels' square footage applied to each assessed parcel within the District.

Levy Rate per Direct Costs per Square Foot: This amount represents the Rate for Direct Costs applied to each assessed parcel's individual lot square footage. The Levy Rate per Direct Costs is the result of dividing the estimated Total Direct Costs for that year by the sum of the District's Total Parcels Square Footage. The rate is calculated to four decimal places.

Levy Rate per Indirect Costs per Square Foot: This amount represents the Rate for Indirect Costs applied to each assessed parcel's individual lot square footage. The Levy Rate per Indirect Costs is the result of dividing the estimated Total Indirect Costs for that year by the sum of the District's Total Parcels Square Footage. The rate is calculated to four decimal places.

Total Levy Rate per Square Foot: This amount represents the Rate applied to each assessed parcel's individual lot square footage. The Levy Rate per Square Foot is the result of dividing the estimated Total District Costs for that year by the sum of the District's Total Parcel Square Footage. The rate is calculated to four decimal places.

District Budget

The District Budget shown on the following table (**Table 4**), lists the estimated costs of providing the various improvements and services within the District. The costs and the resulting rates for Fiscal Year 2021/2022 through Fiscal Year 2025/2026 are based on the estimated costs to provide the improvements and services for each year. Direct Costs, District and County Administration Costs, and Insurance Costs are adjusted for the three percent (3%) inflation factor.

The owners' association, appointed by the City Council, will annually review the District Costs, and make recommendations for any changes or adjustments to the budget. Changes to the budget could result in changes to the annual assessment, but the resulting total assessment may not exceed the maximum rates established in this Report without first obtaining property owner approval through assessment ballot

Table 4: Five Year Budget

Budget Item	Actual Proposed Assessment FY 2025/2026	Maximum Proposed Assessment for Fiscal Years				
		2021/2022	2022/2023	2023/2024	2024/2025	2025/2026
<u>Direct Costs</u>						
Sweeping Services	\$7,014	\$6,232	\$6,419	\$6,611	\$6,810	\$7,014
Landscape Contract Maintenance	7,891	7,011	7,221	7,438	7,661	7,891
Lighting Repair & Maintenance	2,104	1,870	1,926	1,983	2,043	2,104
Landscape Repair & Maintenance	6,137	5,453	5,616	5,785	5,959	6,137
Landscape Utilities - Water	3,507	3,116	3,209	3,306	3,405	3,507
Street Lighting Utilities - Electric	8,241	7,322	7,542	7,768	8,001	8,241
Landscape Utilities - Electric	877	779	802	826	851	877
Subtotal Direct Costs	\$35,771	\$31,783	\$32,735	\$33,717	\$34,730	\$35,771
<u>Indirect Costs</u>						
District Administration	\$6,137	\$5,453	\$5,616	\$5,785	\$5,959	\$6,137
County Administration	114	101	104	107	110	114
Operating Reserve Fund Collection	1,000	1,000	1,000	1,000	1,000	1,000
Parking Lot Maintenance Fund Collection	6,200	6,200	6,200	6,200	6,200	6,200
Insurance	2,630	2,337	2,407	2,479	2,554	2,630
Subtotal Indirect Costs	\$16,080	\$15,091	\$15,327	\$15,570	\$15,824	\$16,080
<u>Levy Breakdown</u>						
Total District Costs	\$51,852	\$46,873	\$48,062	\$49,287	\$50,554	\$51,852
Balance to Levy	\$51,852	\$46,873	\$48,062	\$49,287	\$50,554	\$51,852
<u>District Statistics</u>						
Total Parcels	16	16	16	16	16	16
Total Parcels To Levy	16	16	16	16	16	16
Total Parcels Square Footage	453,956	453,956	453,956	453,956	453,956	453,956
Levy Rate per Direct Costs per Sq Ft	\$0.0788	\$0.0700	\$0.0722	\$0.0742	\$0.0766	\$0.0788
Levy Rate per Indirect Costs per Sq Ft	\$0.0354	\$0.0332	\$0.0338	\$0.0342	\$0.0348	\$0.0354
Total Levy Rate per Square Foot	\$0.1142	\$0.1032	\$0.1058	\$0.1086	\$0.1114	\$0.1142
<u>Operating Reserve Fund Balance</u>						
Previous Balance	\$17,066	\$13,066	\$14,066	\$15,066	\$16,066	\$17,066
Transfer In	1,000	1,000	1,000	1,000	1,000	1,000
Ending Balance	\$18,066	\$14,066	\$15,066	\$16,066	\$17,066	\$18,066
<u>Parking Lot Maintenance Fund Balance</u>						
Previous Balance	\$97,742	\$72,942	\$79,142	\$85,342	\$91,542	\$97,742
Transfer In	6,200	6,200	6,200	6,200	6,200	6,200
Ending Balance	\$103,942	\$79,142	\$85,342	\$91,542	\$97,742	\$103,942

Maximum annual assessments for direct costs, district and county administration, and insurance are adjusted by 3% from the previous Fiscal Year for Fiscal Years 2021/2022 through 2025/2026. The PBID Advisory Board will determine the amount of any actual increase for those years which may not exceed 3% per year.

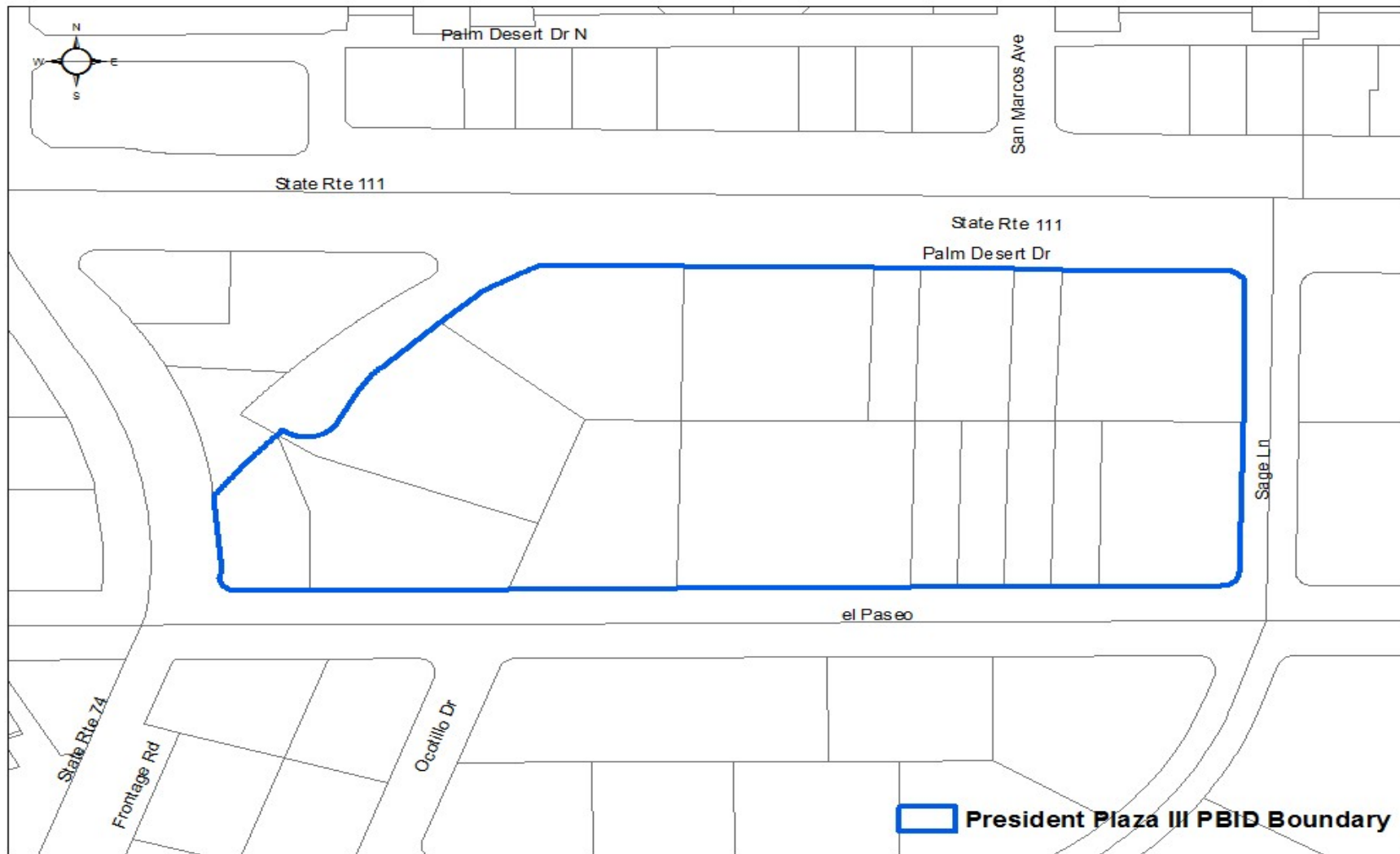
⁽¹⁾ FY 2025/2026 Actual and Maximum Proposed Assessments are the same.

Sources: City of Palm Desert; Willdan Financial Services

Appendix A —Assessment Diagram

The Assessment Diagram for the District is on the following page and is inclusive of all parcels identified on the County of Riverside Assessor's Parcel Maps as Book 627, Page 192. The Assessment Diagram will be kept on file with the City Clerk of the City of Palm Desert.

President Plaza III Property and Business Improvement District Assessment Diagram



Appendix B —Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.

The Assessment Roll, which includes a listing of parcels assessed within this District, along with their assessment amounts, is shown in **Table 5**.

Table 5: Assessment Roll

Asmt No.	Assessor Parcel Number	Situs Address	Area Square Footage	Proposed Assessment for FY 2025-2026 ⁽¹⁾	Maximum Proposed Assessment for FY 2025-2026 ^{(1) (2)}
1	627-192-006	73175 HIGHWAY 111	11,000	\$1,256	\$1,256
2	627-192-009	73211 HIGHWAY 111	10,933	1,249	1,249
3	627-192-014	73100 EL PASEO	33,940	3,877	3,877
4	627-192-020	73160 EL PASEO	11,980	1,368	1,368
5	627-192-021	73170 EL PASEO	11,958	1,366	1,366
6	627-192-022	73180 EL PASEO	11,936	1,363	1,363
7	627-192-023	73190 EL PASEO ST	11,814	1,349	1,349
8	627-192-024	73200 EL PASEO	35,741	4,082	4,082
9	627-192-033	73241 HIGHWAY 111	43,560	4,976	4,976
10	627-192-034	73101 HIGHWAY 111	45,738	5,224	5,224
11	627-192-035	73125 HIGHWAY 111	46,173	5,274	5,274
12	627-192-036	73040 EL PASEO	17,424	1,990	1,990
13	627-192-037	73080 EL PASEO	34,848	3,980	3,980
14	627-192-038	73155 HIGHWAY 111	44,431	5,075	5,075
15	627-192-039	73185 HIGHWAY 111	21,932	2,505	2,505
16	627-192-040	73130 EL PASEO	60,548	6,916	6,916
Total ⁽²⁾			453,956	\$51,852	\$51,852

⁽¹⁾ Actual & Maximum Proposed Assessments may not match due to rounding.

⁽²⁾ Variance from Balance to Levy on Table 4 due to rounding.

Sources: Riverside County Secured Roll; Willdan Financial Services

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT
MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY
OFFICERS

RECOMMENDATION:

1. Introduce an ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS."
2. Direct the City Clerk to immediately implement the policy that advisory body chairperson and vice chairperson positions shall rotate annually. No member may serve consecutive terms in the same officer position, in order to provide broader opportunities for members to serve in leadership roles.

BACKGROUND/ANALYSIS:

At the June 12, 2025, City Council meeting, Councilmember Pradetto, supported by Mayor Harnik, requested an amendment to the Palm Desert Municipal Code to require that advisory body chairperson and vice chairperson positions rotate annually, in order to provide broader opportunities for members to serve in leadership roles.

Because ordinances take effect 30 days after their second reading, it is recommended that the City Council also provide policy direction to implement this change effective immediately.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

ATTACHMENT:

1. Draft Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM
DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE
SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS

THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1. Amendment to Municipal Code. Palm Desert Municipal Code
Section 2.34.050(A), *Officers*, is hereby amended to read as follows:

Officers. At the first meeting following July 1st, appointed bodies shall elect a chairperson and vice chairperson for a one-year term. The chairperson shall preside over all meetings. The vice chairperson shall preside in the chairperson's absence. In the chairperson's and vice chairperson's absence, the appointed body may designate a presiding officer. Vacancies in either the chairperson or vice chairperson position occurring prior to July may be chosen at any time by a majority vote of the appointed body.

The chairperson and vice chairperson positions shall rotate annually. No member may serve consecutive terms in the same officer position, in order to provide broader opportunities for members to serve in leadership roles.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. _____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: CLARIFICATION ON THE 2025 STRATEGIC PLAN PROJECT TIMELINE

RECOMMENDATION:

Provide direction to staff on whether to maintain the proposed 10-month Strategic Plan timeline or proceed with an 18-month project timeline, with plan adoption occurring after the November 2026 election.

BACKGROUND:

On June 12, 2025, the City Council approved a Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC (“Berry Dunn”) for the preparation of a new 10-year Strategic Plan. Berry Dunn was selected following a competitive RFP process, and their proposal includes a comprehensive planning effort designed to conclude by June 2026. At the same meeting, the City Council also approved the use of the National Community Survey (NCS) to support broad-based community engagement.

While there was support for the project’s goals and the consultant team, the City Council expressed concerns about adopting a Strategic Plan while the City continues its transition to full district-based governance. With Councilmembers for Districts 1, 2, and 3 elected in 2024, and Council representation for Districts 4 and 5 scheduled for November 2026, some Councilmembers preferred to begin the process after all five districts are represented. Ultimately, the Council agreed to proceed with the planning and engagement process now but to delay adoption of the final Strategic Plan until after the November 2026 election.

ANALYSIS:

Although the City Council approved the contract on June 12, 2025, execution was postponed in anticipation of scope and cost adjustments resulting from the revised project timeline. Berry Dunn is currently evaluating how this change will affect its work plan and fee structure. While specific revisions have not been finalized, anticipated impacts include:

- Additional project management and facilitation hours
- Extended stakeholder engagement and plan revision periods

The updated project timeline and cost estimate will be included in the supplemental materials distributed and posted prior to the June 26, 2025, City Council meeting.

Staff Recommendation:

While respecting Council’s concerns regarding governance timing, staff recommends proceeding with the original 10-month engagement timeline. Although the City has continued to advance major initiatives without reference to the 2014 Strategic Plan, this effort provides an opportunity to

proactively define shared priorities, integrate recent achievements, and guide decision-making in a more deliberate and coordinated manner.

Delaying adoption until after the November 2026 election may result in the loss of momentum and institutional knowledge. It also places newly elected Councilmembers in the challenging position of being asked to adopt a 10-year plan before fully understanding the City's operations, priorities, and stakeholder perspectives.

To ensure that both current and future City Councils have a continuous and active role in shaping and aligning the Strategic Plan with the evolving needs of the community, staff proposes the following framework of structured check-ins. This approach integrates the annual Goal Setting process as a mechanism to assess progress, adjust priorities, and support long-term alignment:

- **February 2026:** Goal Setting, following the current practice of soliciting candidate goals from the City Council
- **June 2026:** Adoption of the Strategic Plan
- **November 2026:** Election of Councilmembers for Districts 4 and 5
- **February 2027:** Goal Setting aligned with the Strategic Plan (Year 1)
- **February 2028:** Goal Setting aligned with the Strategic Plan (Year 2)
- **November 2028:** Election of Councilmembers for Districts 1, 2, and 3
- **January 2029:** Council Study Session to assess and realign the Strategic Plan based on current conditions and Council composition
- **February 2029:** Goal Setting aligned with the Strategic Plan (Year 3)
- **February 2030:** Goal Setting aligned with the Strategic Plan (Year 4)
- **November 2030:** Election of Councilmembers for Districts 4 and 5
- **January 2031:** Updated National Community Survey (NCS) results and comprehensive mid-cycle review of the Strategic Plan
- **February 2031:** Goal Setting aligned with the Strategic Plan and NCS-informed realignment (Year 5)

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The existing contract with Berry Dunn totals \$128,900, plus \$12,890 in contingency funds. Any extension to the timeline will likely require additional funding, with the amount to be determined upon receipt of the consultant's revised proposal.

ATTACHMENT:

1. 2014 Strategic Plan

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Veronica Chavez, Director of Finance

SUBJECT: APPROVAL OF RESOLUTIONS RELATED TO THE ADOPTION OF THE
FISCAL YEAR 2025-26 FINANCIAL PLAN AND CAPITAL IMPROVEMENT
PROGRAM

RECOMMENDATION:

1. Conduct a Joint Public Hearing and accept public comment on the proposed Fiscal Year 2025-26 City and Housing Authority Financial Plan, including the Capital Improvement Program.
2. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025-26 THROUGH 2029-30."
3. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2025-26."
4. Adopt a Resolution entitled "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY OF PALM DESERT, CALIFORNIA, ADOPTING THE HOUSING AUTHORITY'S FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026."
5. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, RESCINDING AND REPLACING RESOLUTION NO. 2025 __, ADOPTING AUTHORIZED CLASSIFICATIONS, ALLOCATED POSITIONS, SALARY SCHEDULE, AND SALARY RANGES INCLUDED HEREIN AND ATTACHED AS "EXHIBIT A" EFFECTIVE JULY 1, 2025", setting the Fiscal Year 2025-26 Salary Schedules, Salary Ranges, and Allocated Classifications.
6. Approve Fiscal Year 2025-26 Out-of-State Travel List as listed in the attached memorandum.

EXECUTIVE SUMMARY:

Fiscal Year (FY) 2025-26 General Fund Budget

Revenue	Expenditures	Surplus
\$109,743,818	\$109,424,005	\$319,813

- **CIP (Year 1):** \$67.11 million
- **Public Safety Budget:** \$64.16 million
- **No use of reserves for operations**

BACKGROUND/ANALYSIS:

Budget Overview:

On May 8, 2025, the City Council held a study session to discuss the Operating Budget, Capital Project priorities, Five-Year Projections, and the estimated revenues and expenditures for the upcoming Fiscal Year 2025-26 Financial Plan. City Council provided feedback and general comments to staff for inclusion in the final budget submission.

The Fiscal Year 2025-26 proposed Financial Plan reflects resource allocations consistent with City policies, goals, and priorities. It also communicates to our residents and staff an action plan for the upcoming fiscal year, which includes program goals and the standards by which the delivery of services to the public will be measured. The Operating Budget is developed in alignment with the 2025 City Council Goals and Priorities and identified community needs.

General Fund:

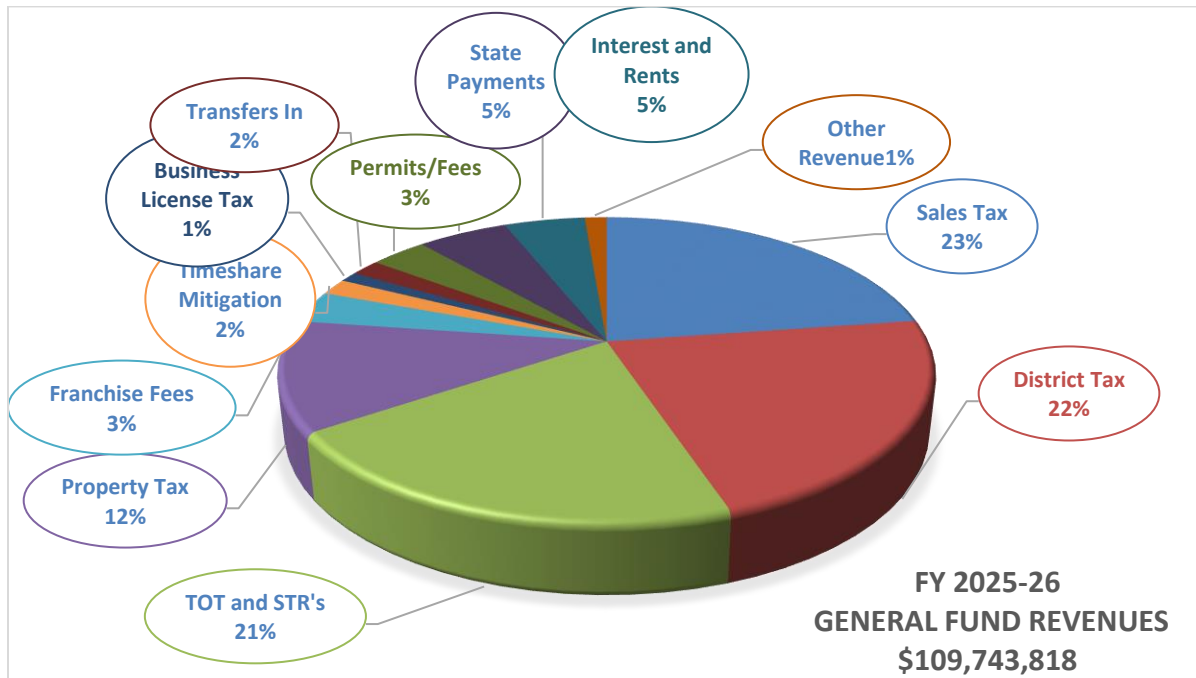
The General Fund supports core City services such as:

- Police Services
- Administration
- Public Works
- Parks
- Planning & Development Services
- Economic Development
- Fire (partially)

Revenue Increase:

FY 2025-26 General Fund revenues are projected at **\$109,743,818** compared to the current fiscal year's original revenue estimate of \$83,222,877. Revenue estimates have been adjusted slightly following the May Budget Study Session to account for an update on Measure G Revenue Projections from our Sales Tax Consultant, resulting in an additional \$300,000.

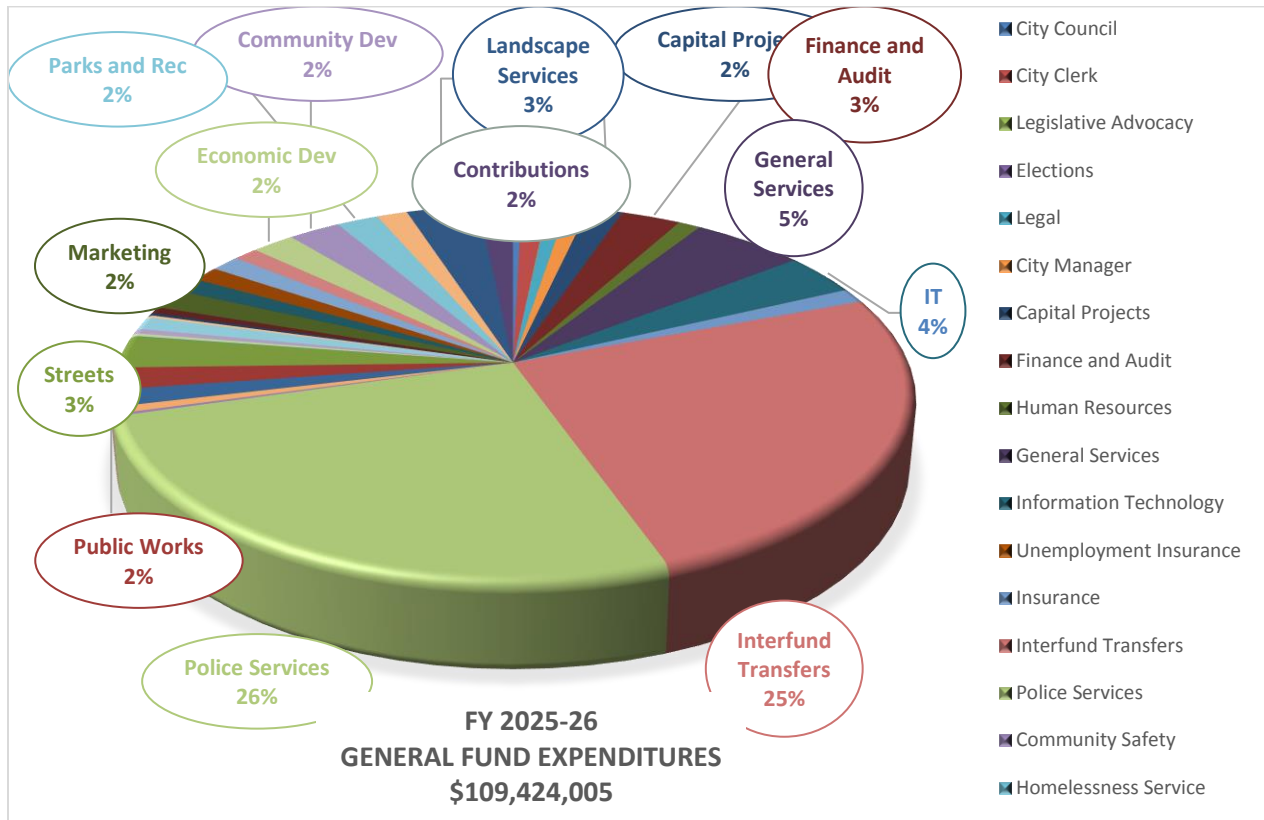
- Up 31.9% from prior year, driven by Measure G sales tax and property tax.



Expenditure Increase:

The proposed General Fund operating expenditure budget is **\$109,424,005** compared to the current fiscal year's approved original budget of \$83,063,012. Expenditures have been adjusted slightly to account for the increased allocations to Outside Agency Funding, offset by a small decrease in estimated staff costs.

- Up 31.8% over prior year, primarily due to public safety costs, personnel services, and Measure G implementation.



The General Fund budget supports the daily services residents rely on, including:

- **Police protection and public safety**
- **Street and park maintenance**
- **Planning, building, and code enforcement**
- **Recreational programs and community services**

These services will continue without cuts or reduction in quality.

Measure G Summary:

- FY 2025-26 is the first full year of Measure G sales tax revenues.
- Projected Funds have been allocated per the Five-Year Spending Plan.
- Supports public safety, infrastructure, and service enhancements.

City of Palm Desert
Adoption of FY 2025-26 Financial Plan and CIP

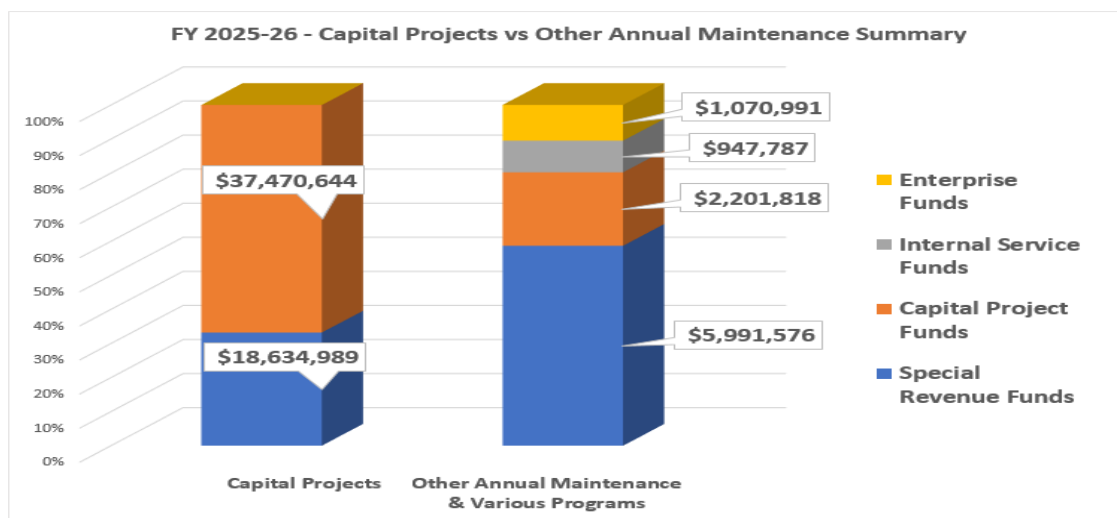
PALMDESERT TRANSACTION AND USE TAX (TUT) - 5 YEAR SPENDING PLAN AND PRIORITIES

		Category	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total 5-Yr Plan
1 cent sales tax				25,164,510	25,869,116	26,515,844	27,311,320	104,860,790
Current Planned Costs								
Priority 1**	New Fire Services Staffing	Public Safety	900,000	10,657,440	10,971,472	11,232,818	11,496,338	45,258,067
	Fire Station 33 Renovation/Temp Site	Public Safety		1,200,000				1,200,000
	Fire Station 71 Renovation/Temp Site	Public Safety		1,200,000				1,200,000
	New Police Services Staffing	Public Safety	1,300,000	2,600,000	2,704,000	2,812,160	5,849,293	15,265,453
	Storm Channel and Retention Basin Imps	Infrastructure/H&S	5,508,000	8,000,000	5,000,000			18,508,000
	City-Wide Facility and Equipment Replacem	Infrastructure/H&S	8,397,001	9,944,665	7,798,734	12,865,305	9,264,802	48,270,506
Priority 2	New Public Works Staffing	Public Works	360,000	370,800	381,924	786,763	810,366	2,709,854
	Library Construction (\$20MPd from Bonds)	Community Amenity				10,000,000		10,000,000
	North Sphere Regional Park	Community Amenity			15,000,000	15,000,000		30,000,000
	Spending Contingency/Reserve Replenishm Fiscal Discipline/Responsibility						2,815,167	2,815,167
Total Planned Costs			16,465,001	33,972,905	41,856,130	52,697,046	30,235,966	175,227,047
Additional Amount needed from Reserve or Other Source			(16,465,001)	(8,808,395)	(15,987,014)	(26,181,202)	(2,924,646)	(70,366,257)
*Annual allocations are subject to City Council approval through the annual budget process. Spending will be audited annually.								
** Priority 1 costs will be implemented upon TUT (Sales Tax) Measure approval and Priority 2 costs will follow in years 2-5								

Capital Improvement Program (CIP):

The proposed FY 2025-26 CIP totals \$67.11 million and contains key infrastructure projects funding such as:

- Fire Station 102 and Fire Stations 33/71 Renovation/Rehabilitation
- Palm Desert Library
- Public Facility Upgrades
- **Funding Sources:** General Fund, Measure G, Measure A, and other restricted funds
- Aligns with 2025 City Council Goals and Priorities
- General Plan Consistency confirmed by the Planning Commission - May 20, 2025



Public Safety:

One of the City's overall largest expenditures is the cost of public safety services. It is also the largest General Fund expenditure even though the General Fund is not the only funding source. The City Council's commitment to the Measure G Five-Year Plan further demonstrates their commitment to the public safety of our residents and citizens.

The other main funding source for public safety is the Fire (Special) Fund. The portion of Fire services paid from the Fire Fund is derived from structural fire tax credits from the County fire taxes assessed by the City, reimbursements from other Cove Community Cities for the City's ladder truck, and emergency medical services cost recovery fees. Measure G Funds have also been allocated to support Fire Services and Projects. The budget anticipates completion of construction and making Fire Station 102 operational by April/May 2026.

The following table illustrates the total public safety request and the allocated funding sources.

Public Safety	Distribution		
	Total Request	General Fund	Special Fund
Police Service	28,713,628	28,373,878	339,750
Community Safety and County EMS	220,084	220,084	
Homelessness Services*	445,000		445,000
Fire Services**	34,783,794	10,425,000	24,358,794
Total Public Safety	\$64,162,506	\$39,018,962	\$25,143,544

* Paid by PLHA grant and opioid settlement funds

** Paid by Fire and General Fund (includes Capital Costs)

- **Total Cost:** \$64.16 million
- **General Fund Share:** 36% of General Fund budget
- **Fire Station 102 Completion:** May 2026

Other Governmental Funds:

The City's Financial Plan (Exhibits 1 and 2) includes many 'governmental funds' other than the General Fund. The monies collected and expended from these funds are generally set aside for the purpose identified by the fund or are restricted to specific uses.

Total Budget: \$144.2 million across all Other Funds, such as:

- Transportation
- Parks & Drainage
- Housing Mitigation
- Public Art & Childcare Facilities
- Enterprise Funds (e.g., Desert Willow, Parkview Office)

- Internal Service, Debt Service, and Assessment Districts
 - Housing Authority
-

Appropriations Limit (*State Imposed Spending Cap*):

Article XIII B of the California Constitution limits local government appropriations annually. For FY 2025-26, Palm Desert's calculated limit is \$194,068,627. The appropriations requested within the FY 2025-2026 Financial Plan, subject to the limit, are well below the maximum allowed expenditures.

- **FY 2025-26 Limit:** \$194,068,627
 - **GF Budgeted Appropriations:** At \$109.4 million we are well within the legal limit
-

Staff Allocation and Out of State Travel:

In alignment with Section 2.52 of the Municipal Code, the City Council routinely adopts a resolution authorizing its classification groups, allocated positions, and the salary schedule with the Financial Plan. These resolutions operationalize that authority by specifying:

- What positions can exist
- How employees are classified
- What their salaries will be
- Gives the City Manager authority to modify if necessary for business, within budget

The City's Travel Policy requires that all Out of State travel be approved by the City Council at a public meeting. The list of anticipated conference, seminar, and travel for each department in FY 2025-26 has been included in this packet. Any out of state travel not included on the list will have to be requested individually (via staff report) prior to any costs being incurred.

Conclusion:

This FY 2025-26 Financial Plan contemplates that the City will continue to contract for services in its efforts to be fiscally prudent and constrain ongoing costs. Staff will continue to look for areas where cost savings can be achieved while maintaining expected service levels.

During the year, the City Manager may authorize intra- and inter-departmental adjustments as well as intra- and inter-fund adjustments, to meet City needs, provided such adjustments do not exceed the approved total budget. Staff will continue to monitor revenues and expenditures and will report any new information or needed modifications to the City Council throughout the year.

Staff recommends the approval of the City's and Housing Authority's FY 2025-26 Financial Plan and Capital Improvement Program as presented, in addition to all other required documents.

FINANCIAL IMPACT:

The FY 2025-26 Financial Plan, as presented, results in a revenue surplus, does not require the use of Reserves for operations, and aligns with the 2025 City Council Goals.

The anticipated General Fund Balance at FYE June 30, 2025 is estimated to be \$99.4 Million. \$76 million of that balance must be maintained as committed and assigned reserves for FY 2025-26, per the policy. Staff will return after summer break to provide additional information during a study session on the 10-year cash flow projections, impact to reserve balance, and potential policy options for consideration. Key takeaways are as follows:

- **Projected Surplus as Proposed: \$319,813**
- **No reserves used for operations**
- **Measure G is fully allocated per plan and reviewed by the Finance Committee**
- **Aligns with the 2025 City Council Goals and Priorities**

Attachments:

1. Resolution Approving the FY 2025-26 Financial Plan and Capital Improvement Program
2. Resolution Establishing the FY 2025-26 Appropriations Limit
3. Resolution Approving the FY 2025-26 Housing Authority Financial Plan
4. Resolution Approving the FY 2025-26 Staff Allocation Plan and Salary Table
5. FY 2025-26 Out-of-State Travel Memo

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026 AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025/2026 THROUGH 2029/2030

WHEREAS, the City Council has received and considered the proposed Financial Plan and Capital Improvement Program submitted by the City Manager on June 26, 2025; and

WHEREAS, following notice duly given, the City Council held a public hearing on the proposed Financial Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

Section 1. The amounts shown on Exhibit A, "Estimated Revenues", are hereby accepted as the Estimated Revenues for FY 2025-26 for each fund and revenue source.

Section 2. The amounts shown on Exhibit B, "Appropriations", are hereby appropriated to the departments and activities indicated. The City Manager, or his duly appointed representative, will have the authority to adjust intra- and inter-departmental budgeted line items, as well as inter-fund transfers to facilitate approved projects, provided such adjustments do not exceed the total approved budget, including any additional approved appropriations. If the need arises during the fiscal year, requests for additional appropriations will require approval by the City Council.

Section 3. The amounts shown on Exhibit C, "Capital Improvement Funds Program Summary and Carryovers", are hereby accepted as continuing appropriations to FY 2025-26. The amounts included in this exhibit include all unexpended amounts including purchase orders and contracts encumbered on or before June 30, 2025.

Section 4. The City Manager and his designee are hereby authorized, jointly and severally, to utilize General Fund reserves, to the extent needed, to cover any revenue shortfall between revenues and appropriations and to do all things which they deem necessary and proper in order to effectuate the purposes of this Resolution and the transactions contemplated hereby; and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

Section 5. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED ON _____, 2025.

ATTEST:

JAN HARNIK
MAYOR

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT

FY 2025-26

Estimated Revenues

CATEGORY / FUND	FY 2023-24 Actual	FY 2024-25 Adjusted	FY 2024-25 Projected	FY 2025-26 Proposed
<u>General Fund (110):</u>				
1. Sales Tax	25,391,092	23,000,000	24,916,701	24,916,701
2. 1% District Tax	-	4,000,000	4,000,000	24,300,000
3. Transient Occupancy Tax and Short Term Rentals	23,006,598	22,798,500	22,774,332	22,755,000
4. Property Tax Secured and Unsecured**	9,685,707	12,623,089	12,558,552	12,809,723
5. Franchises (Cable/Gas/Electric/Waste)	3,727,659	3,400,000	3,400,000	3,731,710
6. Timeshare Mitigation Fee*	1,789,418	3,465,702	3,465,702	1,903,014
7. Business License Tax	1,272,190	1,163,000	1,122,955	1,160,000
8. Transfers-In (Traffic Safety, Parkview, Housing, Cannabis, AD's)	737,531	2,680,140	2,680,140	1,902,700
9. Permits/Fees	3,045,399	2,992,998	3,133,013	3,696,439
10. State Payments (VLF, Parking Bail, MV lieu)	5,487,064	5,739,780	6,091,261	5,891,000
11. Interest and Rents	6,903,203	5,362,329	5,149,193	5,256,000
12. Reimbursements and Other Revenue	3,141,718	1,968,682	1,318,655	1,421,531
Totals General Fund	\$ 84,187,579	\$ 89,194,220	\$ 90,610,504	\$ 109,743,818
<u>Fire Tax Fund (230):</u>				
1. Structural Fire Tax	11,402,490	11,402,490	13,045,657	13,045,657
2. Prop. A. Fire Tax (Special Assessment)	2,154,150	2,474,050	2,474,050	2,548,272
3. Reimbursements (Indian Wells & Rancho Mirage share of Ladder Truck, EMS Charges & Others)	6,376,239	4,350,000	5,843,101	4,800,000
4. Interest Income	869,368	500,000	500,000	250,000
5. Transfers In from General Fund	4,600,000	5,000,000	4,600,000	10,150,000
6. Fire Reserves	-	-	-	-
Totals Fire Tax Fund	\$ 25,402,247	\$ 23,726,540	\$ 26,462,808	\$ 30,793,929
TOTAL REVENUE- FIRE AND GENERAL FUND	\$ 109,589,826	\$ 112,920,760	\$ 117,073,312	\$ 140,537,747

* Includes gross TOT received from operators. TOT rebates are reported as expenditures.

CITY OF PALM DESERT

FY 2025-26

Estimated Revenues

CATEGORY / FUND	FY 2023-24 Actual	FY 2024-25 Adjusted	FY 2024-25 Projected	FY 2025-26 Proposed
<u>Traffic Safety Fund (210):</u>				
1. Vehicle Fines & Other Revenues	\$ 1,727	\$ 3,000	\$ 1,160	\$ 1,800
2. Interest	\$ 239	\$ -	\$ -	\$ 218
<u>Total Traffic Safety Fund</u>	\$ 1,966	\$ 3,000	\$ 1,160	\$ 2,018
<u>Gas Tax Fund (211):</u>				
1. Gas Tax & Other Revenues	\$ 2,811,136	\$ 2,700,834	\$ 2,767,259	\$ 2,778,663
2. Interest	\$ 199,602	\$ 193,400	\$ 193,400	\$ 181,977
<u>Total Gas Tax Fund</u>	\$ 3,010,738	\$ 2,894,234	\$ 2,260,659	\$ 2,960,640
<u>Measure A Fund (213):</u>				
1. Sales Tax & Other Revenues	\$ 3,665,197	\$ 3,328,000	\$ 3,296,000	\$ 3,129,000
2. Intergovernmental	\$ 121,088	\$ -	\$ -	\$ -
3. Interest	\$ 1,030,678	\$ 875,600	\$ 875,600	\$ 939,512
<u>Total Measure A Fund</u>	\$ 4,816,963	\$ 4,203,600	\$ 4,171,600	\$ 4,068,512
<u>Housing Mitigation Fund (214):</u>				
1. Development Fee	\$ 31,800	\$ 49,118	\$ 26,079	\$ -
2. Other Revenues (Loan / Note Receivable)	\$ 1,000	\$ -	\$ 3,300	\$ -
3. Transfers In	\$ 30,000	\$ -	\$ -	\$ -
4. Interest	\$ 168,971	\$ 132,300	\$ -	\$ 126,909
<u>Total Housing Mitigation Fund:</u>	\$ 231,771	\$ 181,418	\$ 29,379	\$ 126,909
<u>CDBG Block Grant Fund (220):</u>				
1. CDBG Block Grant	\$ 737,446	\$ 1,351,359	\$ 342,513	\$ 1,265,808
2. Reimbursements (Program Income) & Other Revenues	\$ -	\$ -	\$ -	\$ -
3. Interest	\$ -	\$ -	\$ -	\$ -
<u>Total CDBG Fund</u>	\$ 737,446	\$ 1,351,359	\$ 342,513	\$ 1,265,808
<u>PLHA Grant Fund (225)</u>				
1. Grants & Other Revenues	\$ -	\$ 439,883	\$ 439,873	\$ 112,562
2. Interest	\$ 2,715	\$ -	\$ -	\$ -
<u>Total Child Care Fund</u>	\$ 2,715	\$ 439,883	\$ 439,873	\$ 112,562
<u>Opioid Settlement Fund (226)</u>				
1. Settlement Funds & Other Revenues	\$ 78,734	\$ 403,826	\$ 418,921	\$ 143,520
2. Interest	\$ 5,051	\$ -	\$ -	\$ 4,648
<u>Total Public Safety Grant Fund</u>	\$ 83,785	\$ 403,826	\$ 418,921	\$ 148,168
<u>Child Care Program (228)</u>				
1. Child Care Fee	\$ 54,200	\$ 107,779	\$ 47,660	\$ -
2. Interest & Other Revenues	\$ 43,654	\$ 28,500	\$ 28,500	\$ 34,006
<u>Total Child Care Fund</u>	\$ 97,854	\$ 136,279	\$ 76,160	\$ 34,006
<u>Public Safety Grant Fund (229):</u>				
1. Federal Grants	\$ 86,487	\$ 165,000	\$ 194,663	\$ 194,000
2. State Grants	\$ -	\$ -	\$ -	\$ -
3. Interest & Other Revenues	\$ 8,687	\$ 12,000	\$ 12,000	\$ 5,548
<u>Total Public Safety Grant Fund</u>	\$ 95,174	\$ 177,000	\$ 206,663	\$ 199,548
<u>New Construction Tax Fund (231):</u>				
1. Development Fee & Other Revenues	\$ 265,447	\$ 150,302	\$ 154,989	\$ 276,000
2. Interest	\$ 95,247	\$ 63,700	\$ 63,700	\$ 73,875
<u>Total New Construction Fund</u>	\$ 360,694	\$ 214,002	\$ 218,689	\$ 349,875
<u>Drainage Facility Fund (232):</u>				
1. Development Fee & Other Revenues	\$ 54,470	\$ 220,000	\$ 146,635	\$ 70,000
2. Interest	\$ 47,971	\$ 33,500	\$ 33,500	\$ 36,895
<u>Total Drainage Facility Fund</u>	\$ 102,441	\$ 253,500	\$ 180,135	\$ 106,895

CITY OF PALM DESERT

FY 2025-26

Estimated Revenues

CATEGORY / FUND	FY 2023-24 Actual	FY 2024-25 Adjusted	FY 2024-25 Projected	FY 2025-26 Proposed
<u>Park & Recreation Fund (233):</u>				
1. Fees, Reimbursements & Other Revenues	\$ 427,547	\$ 250,108	\$ 327,467	\$ 125,000
2. Interest	\$ 92,047	\$ 70,800	\$ 70,800	\$ 69,388
<u>Total Park & Recreation Fund</u>	\$ 519,594	\$ 320,908	\$ 398,267	\$ 194,388
<u>Signalization Fund (234):</u>				
1. Development Fee & Other Revenues	\$ 50,640	\$ 20,000	\$ 18,700	\$ 7,000
2. Interest	\$ 30,042	\$ 19,300	\$ 19,300	\$ 23,472
<u>Total Signalization Fund</u>	\$ 80,682	\$ 39,300	\$ 38,000	\$ 30,472
<u>Fire Facilities Fund (235):</u>				
1. Development Fee & Other Revenues	\$ 166,938	\$ 116,100	\$ 81,662	\$ 89,000
2. Interest	\$ 86,847	\$ 59,700	\$ 59,700	\$ 67,039
<u>Total Fire Facilities Fund</u>	\$ 253,785	\$ 175,800	\$ 111,362	\$ 156,039
<u>Waste Recycling Fund (236):</u>				
1. Reimbursements & Other Revenues	\$ 611,888	\$ 690,000	\$ 421,337	\$ 450,000
2. Transfers In	\$ -	\$ -	\$ -	\$ -
3. Interest	\$ 179,201	\$ 121,900	\$ 121,900	\$ 138,576
<u>Total Waste Recycling Fund</u>	\$ 791,089	\$ 811,900	\$ 493,237	\$ 588,576
<u>Energy Independence Program (237):</u>				
1. Special Assessments & Other Revenues	\$ 54,510	\$ 115,000	\$ 90,081	\$ 115,000
2. Interest	\$ 90,021	\$ 61,500	\$ 63,033	\$ 67,795
<u>Total Energy Independence Program Fund</u>	\$ 144,531	\$ 176,500	\$ 153,114	\$ 182,795
<u>Air Quality Management Fund (238):</u>				
1. Air Quality Fee & Other Revenues	\$ 51,055	\$ 65,000	\$ 50,446	\$ 65,000
2. Interest	\$ 1,968	\$ 1,180	\$ 1,180	\$ 1,555
<u>Total Air Quality Fund</u>	\$ 53,023	\$ 66,180	\$ 51,626	\$ 66,555
<u>Aquatic Center Fund (242):</u>				
1. Aquatic Fees & Other Revenues	\$ 961,796	\$ 914,367	\$ 903,300	\$ 988,028
2. Transfers In	\$ 2,976,250	\$ 2,937,500	\$ 2,937,500	\$ 2,152,543
3. Interest	\$ 55,400	\$ 39,500	\$ 39,500	\$ 42,429
<u>Total Aquatic Center</u>	\$ 3,993,445	\$ 3,891,367	\$ 3,630,300	\$ 3,183,000
<u>Cannabis Compliance Fund (243):</u>				
1. Cannabis Compliance Permit Fee & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Cannabis Taxes	\$ 1,005,447	\$ 892,401	\$ 787,811	\$ 787,000
3. Interest	\$ 37,802	\$ -	\$ -	\$ 34,784
<u>Total Cannabis Compliance Fund</u>	\$ 1,043,249	\$ 892,401	\$ 787,811	\$ 821,784
<u>Library Services (252)</u>				
1. Library Fees & Other Revenues	\$ -	\$ 50,688	\$ 54,011	\$ -
2. Transfers In	\$ 1,321,527	\$ 2,185,290	\$ 2,185,290	\$ 2,523,443
3. Interest	\$ 14,358	\$ -	\$ -	\$ 13,195
<u>Total Library Services Fund</u>	\$ 1,335,885	\$ 2,235,978	\$ 2,239,301	\$ 2,536,638
<u>Capital Improvement Fund (400):</u>				
1. State, Federal, CVAG Reimbursements, & Other Revenues	\$ 312,321	\$ -	\$ 34,817	\$ -
2. Transfers In	\$ 2,000,000	\$ 11,017,674	\$ 11,310,674	\$ 5,397,482
3. Interest	\$ 682,682	\$ 335,000	\$ 335,000	\$ 555,958
<u>Total Capital Improvement Fund</u>	\$ 2,995,003	\$ 11,352,674	\$ 11,680,491	\$ 5,953,440
<u>CP Drainage Fund (420):</u>				
1. Reimbursements & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Transfers In	\$ 3,200,000	\$ -	\$ -	\$ -
3. Interest	\$ 94,298	\$ 73,700	\$ 73,700	\$ 70,860
<u>Total Drainage Fund</u>	\$ 3,294,298	\$ 73,700	\$ 73,700	\$ 70,860

CITY OF PALM DESERT

FY 2025-26

Estimated Revenues

CATEGORY / FUND	FY 2023-24 Actual	FY 2024-25 Adjusted	FY 2024-25 Projected	FY 2025-26 Proposed
<u>Economic Development Fund (425):</u>				
1. Rent, Reimbursements, & Other Revenues	\$ 334,886	\$ 213,031	\$ 518,939	\$ 64,000
2. Transfers In	\$ -	\$ -	\$ -	\$ 325,000
3. Interest	\$ 73,941	\$ 61,700	\$ 61,700	\$ 54,714
Total Economic Development Fund	\$ 408,827	\$ 274,731	\$ 61,700	\$ 443,714
<u>CP Parks Fund (430):</u>				
1. Reimbursements & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Interest	\$ 557	\$ 400	\$ 400	\$ 427
Total Parks Fund	\$ 557	\$ 400	\$ 400	\$ 427
<u>Art in Public Places Fund (436):</u>				
1. Development Fee, Reimbursements & Other Revenues	\$ 403,458	\$ 493,065	\$ 422,961	\$ 259,000
2. Interest	\$ 77,436	\$ 53,000	\$ 53,000	\$ 59,811
Total AIPP Fund	\$ 480,894	\$ 546,065	\$ 475,961	\$ 318,811
<u>CP Signal Fund (440):</u>				
1. Reimbursements & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Interest	\$ 6,173	\$ 4,300	\$ 4,300	\$ 4,738
Total Signal Fund	\$ 6,173	\$ 4,300	\$ 4,300	\$ 4,738
<u>Golf Course Maint/Improv Fund (441):</u>				
1. Time Share Mitigation, Amenity Fees & Other Revenues	\$ 3,580,275	\$ 2,587,865	\$ 2,769,516	\$ 2,769,516
2. Interest	\$ 690,324	\$ 421,400	\$ 300,000	\$ 250,000
Total Golf Course Maint. Fund	\$ 4,270,599	\$ 3,009,265	\$ 3,069,516	\$ 3,019,516
<u>Building Maintenance Fund (450):</u>				
1. Reimbursements & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Transfers In	\$ -	\$ 5,653,640	\$ 5,653,640	\$ -
3. Interest	\$ 70,345	\$ 102,150	\$ 50,000	\$ 42,673
Total Building Maintenance Fund	\$ 70,345	\$ 5,755,790	\$ 5,703,640	\$ 42,673
<u>Capital Bond Fund (451):</u>				
1. Transfers In & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Interest	\$ 3,456,401	\$ 250,000	\$ 2,554,608	\$ 2,550,000
Total Capital Bond Fund	\$ 3,456,401	\$ 250,000	\$ 2,554,608	\$ 2,550,000
<u>CP Library Fund (452):</u>				
1. Transfers In (County using former RDA pass through monies)	\$ 4,000,000	\$ -	\$ -	\$ 6,000,000
2. Other Revenues	\$ -	\$ -	\$ -	\$ -
3. Interest	\$ 90,927	\$ 180,000	\$ 90,000	\$ 77,788
Total Library Fund	\$ 4,090,927	\$ 180,000	\$ 90,000	\$ 6,077,788
<u>University Park 2024 Project Fund (470)</u>				
1. Contribution from Private Source	\$ 10,000,000	\$ -	\$ -	\$ -
2. Interest	\$ 38	\$ -	\$ 18	\$ -
Total University Park Fund	\$ 10,000,038	\$ -	\$ 18	\$ -
<u>Landscape & Lighting Districts (272-299):</u>				
1. Taxes	\$ 326,627	\$ 328,377	\$ 324,859	\$ 344,366
2. Transfers In	\$ 110,000	\$ 173,807	\$ 185,849	\$ 141,000
3. Interest	\$ 8,530	\$ 5,400	\$ 5,400	\$ 6,693
Total Landscape & Lighting	\$ 445,157	\$ 507,584	\$ 516,108	\$ 492,059
<u>El Paseo Merchant Fund (271):</u>				
1. El Paseo Merchant Fee (Business License)	\$ 297,039	\$ 300,000	\$ 370,295	\$ 275,000
2. Interest	\$ 5,533	\$ -	\$ -	\$ 4,383
Total El Paseo Fund	\$ 302,571	\$ 300,000	\$ 370,295	\$ 279,383
<u>Business Improvement Districts (277, 282, 289):</u>				
1. Taxes & Other Revenues	\$ 733,900	\$ 707,407	\$ 709,052	\$ 769,457
2. Transfers In	\$ -	\$ -	\$ -	\$ -
3. Interest	\$ 159,213	\$ 55,500	\$ 55,500	\$ 119,465
Total Business Improvement	\$ 893,113	\$ 762,907	\$ 754,552	\$ 888,922

CITY OF PALM DESERT

FY 2025-26

Estimated Revenues

CATEGORY / FUND	FY 2023-24 Actual	FY 2024-25 Adjusted	FY 2024-25 Projected	FY 2025-26 Proposed
<u>Debt Service Funds (Various 300's)</u>				
1. Transfers In / Taxes / Interest / Other Revenues	\$ 4,820,912	\$ 3,224,629	\$ 3,500,000	\$ 4,057,925
<u>Total Debt Service Funds</u>	\$ 4,820,912	\$ 3,224,629	\$ 3,500,000	\$ 4,057,925
<u>Parkview Office Complex Fund (510):</u>				
1. Rent / Leases of Buildings	\$ 1,265,414	\$ 1,250,000	\$ 1,267,011	\$ 1,200,000
2. Reimbursements & Other Revenues	\$ 15,513	\$ -	\$ -	\$ -
3. Transfers In	\$ -	\$ 19,620	\$ 19,620	\$ -
4. Interest	\$ 534,160	\$ 48,000	\$ 48,000	\$ 348,612
<u>Total Parkview Office Fund</u>	\$ 1,815,087	\$ 1,317,620	\$ 1,334,631	\$ 1,548,612
<u>Desert Willow Golf Fund (520-521):</u>				
1. Golf Course Revenue	\$ 12,351,877	\$ 12,471,650	\$ 12,293,469	\$ 12,891,808
2. Restaurant & Other Revenues	\$ 4,570,976	\$ 4,780,039	\$ 3,389,810	\$ 4,878,909
3. Interest	\$ 208,195	\$ 123,820	\$ 134,637	\$ 171,384
<u>Total Desert Willow Fund</u>	\$ 17,131,048	\$ 17,375,509	\$ 12,817,916	\$ 17,942,101
<u>Equipment Replacement Funds (530):</u>				
1. Reimbursements & Other Revenues	\$ -	\$ -	\$ -	\$ -
2. Transfers In (Fire Fund & General Fund)	\$ 119,788	\$ 110,000	\$ 110,000	\$ -
3. Interest	\$ 347,486	\$ 242,000	\$ 242,000	\$ 267,503
<u>Total Equip. Replacement Fund</u>	\$ 467,274	\$ 352,000	\$ 352,000	\$ 267,503
<u>Retiree Health Fund (576):</u>				
1. Contribution	\$ 145,305	\$ -	\$ -	\$ -
2. Transfers In	\$ 744,824	\$ 979,824	\$ 979,824	\$ 1,080,000
3. Interest	\$ 137,783	\$ 93,500	\$ 93,500	\$ 106,601
<u>Total Retiree Health Fund</u>	\$ 1,027,912	\$ 1,073,324	\$ 1,073,324	\$ 1,186,601
<u>Compensation Benefits Fund (577):</u>				
1. Contribution	\$ -	\$ -	\$ -	\$ -
2. Transfers In	\$ 272,399	\$ 515,000	\$ 515,000	\$ -
3. Interest	\$ 127,883	\$ 98,300	\$ 98,300	\$ 98,611
<u>Total Compensation Benefits Fund</u>	\$ 400,282	\$ 613,300	\$ 613,300	\$ 98,611
<u>Housing Funds (870):</u>				
1. Housing Admin Transfers In & Revenues	\$ 498,836	\$ 547,102	\$ 400,000	\$ 406,774
<u>Total Housing Fund</u>	\$ 3,450,586	\$ 2,605,030	\$ 1,934,714	\$ 406,774
TOTAL ALL CITY FUNDS (Excl. Housing Authority & Housing Asset Funds)	\$ 187,174,656	\$ 181,368,023	\$ 180,303,256	\$ 203,323,393

CITY OF PALM DESERT
Appropriations
Fiscal Year 2025-26

No.	Department	FY 25-26 Proposed Budget
4110	City Council	444,086
4111	City Clerk	1,339,972
4112	Legislative Advocacy	36,000
4114	Elections	14,500
4120-21	Legal	968,962
4130	City Manager	1,098,095
4134	Capital Projects	1,794,299
4150-51	Finance and Audit	3,075,566
4154	Human Resources	1,145,871
4159	General Services	5,860,866
4190	Information Technology	3,928,968
4191	Unemployment Insurance	10,000
4192	Insurance	1,340,634
4199	Interfund Transfers	27,704,573
4210	Police Services	28,373,878
4211	Community Safety	220,084
4212	Homelessness Service	3,000
4230	Animal Regulation	620,000
4250	Traffic	1,558,800
4300	Public Works	2,060,447
4310	Streets	3,034,199
4311	Street Resurfacing	2
4312	ADA Improvements	50,000
4313	Parking Lot Improvements	-
4314	Street Resurfacing	-
4315	Street Resurfacing	-
4330	Corporation Yard	265,000
4331	Fleet	457,500
4340	Building Maint	1,211,773
4344	Portola Community Ctr	220,500
4396	NPDES	260,000
4416	Community Promotions	602,000
4417	Marketing	1,897,750
4419	Visitor Services	9,500
4420	Building and Safety	1,419,170
4421	Permit Center	1,399,650
4422	Code Enforcement	1,508,274
4423	Engineering & Land Develop.	1,280,593
4430	Economic Development	2,231,767
4470	Community Development	2,703,041
4610	Parks and Recreation	2,178,000
4611	Park Maintenance	1,578,500
4614	Landscape Services	3,738,052
4618	Citywide Park Imps	-
4674	Civic Center Park Imps	-
4800	Contributions	1,780,135
4950	Property Acquisition	-
Grand Total		109,424,005

CITY OF PALM DESERT
Appropriations
Fiscal Year 2025-26

FUND NUMBER	FUND NAME	FY 25-26 Appropriations
	<u>Special and Capital Projects Funds</u>	
210	Traffic Safety	2,700
211	Gas Tax	2,745,164
213	Measure A	8,964,825
214	Housing Mitigation Fee	959,135
220	Community Development Block Grant	592,041
225	Permanent Local Housing Allocation Grant (PLHA)	170,000
226	Opioid Settlement Funds	275,000
228	Child Care Program	-
229	Public Safety Police Grant	339,750
230	Prop. A Fire Tax	34,233,794
231	New Construction Tax	1,000,000
232	Drainage Facility	675,000
233	Park and Recreation	1,650,000
234	Traffic Signal	50,000
235	Fire Facilities	-
236	Recycling Fund	741,500
237	Energy Independence Program	177,900
238	Air Quality Management	74,500
242	Aquatic Center	3,483,000
243	Cannabis Compliance Fund	1,500,000
252	Library Services	2,523,443
400	Capital Improvement Fund	9,536,126
420	CIP - Drainage	200,000
425	Economic Development	638,581
430	CIP - Park and Recreation	-
436	Art in Public Places	639,120
441	Golf Course Capital Management	1,360,000
450	Building Maintenance	1,700,000
451	SARDA CIP & Properties	24,300,000
452	Library CIP	6,000,000
470	University Park 2024	-
870	Housing Set Aside Fund	406,774
		<u>104,938,353</u>

CITY OF PALM DESERT
Appropriations
Fiscal Year 2025-26

FUND NUMBER	FUND NAME	FY 25-26 Appropriations
<u>Debt Services Funds</u>		
301	Assessment Dist 83-1	-
303	Assessment Dist 84-1	-
304	Assessment Dist 87-1	-
306	Assessment Dist 92-1	-
307	Assessment Dist 91-4 Bighorn	-
308	Assessment Dist 94-2 Sunterrace/Varner	-
309	Assessment Dist 94-3 Merano	-
311	Assessment Dist 98-1 Canyons of Bighorn	-
312	Assessment Dist 01-1 Silver Spur	165,656
314	Assessment Dist Highlands	119,346
315	Assessment Dist Section 29	1,307,000
351	Assessment Dist 91-1 Indian Ridge	-
353	Assessment Dist CFD University Park	508,800
354	Assessment Dist CFD University Park 2021	918,675
355	Assessment Dist CFD University Park 2024	610,825
391	Palm Desert Finance Authority	150,666
		<u>3,780,968</u>
<u>Special Assessment Funds</u>		
271	El Paseo Merchants	276,500
272-299	Landscape & Lighting Zones	652,750
277, 282, 289	Business Improvement Districts	614,309
		<u>1,543,559</u>
<u>Enterprise and Internal Service Funds</u>		
510	Parkview Office Complex	1,542,500
520	Desert Willow Golf Course	13,436,316
521	PD Recreational Facilities Corporation	5,089,025
530	Equipment Replacement	2,167,787
576	Retiree Health	1,092,200
577	Compensation Benefits	250,000
		<u>23,577,828</u>
Total Funds Excluding General & Housing		<u>133,840,708</u>
General Fund Total		109,424,005
Housing Funds Total		10,428,653
		<u>119,852,658</u>
Total Expenditures		<u>253,693,366</u>

City of Palm Desert
Capital Improvement Funds Program
FY 2025-2026 Summary

Capital Improvement Projects

Type	Dept/ Div	Project Code	Project Name	Funding Source	Fund No.	Fund Type	Account No.	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
Capital Projects:														
Cont.	CIP	CSL00001	2025 Slurry Seal Project	Measure A	213	Special Revenue Funds	2134134 - 4400200	23,287	-	-	-	-	-	23,287
Cont.	CIP	MFA00007	Bridge Inspection & Repair Program	Measure A	213	Special Revenue Funds	2134359 - 4400100	331,442	-	1,600,000	300,000	300,000	300,000	2,831,442
Cont.	CIP	MPK00005	Cahuilla Hills Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400200	1,753,796	-	-	-	-	-	1,753,796
Cont.	CIP	MFA00006	Citywide Pavement Condition Evaluation	SB1 Gas Tax	211	Special Revenue Funds	2114311 - 4391505	64,181	110,000	110,000	110,000	110,000	110,000	614,181
New	CIP	CRB00001	Cook & Gerald Ford Retention Basin	Capital Drainage Funds	420	Capital Project Funds	4204370 - 4400200	-	200,000	4,000,000	-	-	-	4,200,000
New	CIP	CLS00005	Country Club Median Landscape Improvements	Capital Bond Fund	451	Capital Project Funds	4514374 - 4400100	-	3,000,000	-	-	-	-	3,000,000
Cont.	CIP	CST00007	CV Link Hovley Connector	New Construction Tax	231	Special Revenue Funds	2314670 - 5000202	-	-	-	3,500,000	-	-	3,500,000
Cont.	CIP	CST00024	El Paseo Street Rehabilitation & Mid-Block Crossing	Measure A	213	Special Revenue Funds	2134134 - 4400200	60,000	-	-	-	-	-	60,000
Cont.	CIP	CST00023	Eldorado Drive Street Rehabilitation	Measure A	213	Special Revenue Funds	2134134 - 4400200	64,121	-	-	-	-	-	64,121
Cont.	CIP	CFA00017	Fire Station 33 Remodel	Capital Bond Fund	451	Capital Project Funds	4514270 - 4400100	-	-	8,145,000	-	-	-	8,145,000
Cont.	CIP	CFA00017	Fire Station 33 Remodel*	Measure G	230	Special Revenue Funds	2304220 - 4400200	-	1,200,000	-	-	-	-	1,200,000
Cont.	CIP	CFA00019	Fire Station 71 Rebuild	Capital Bond Fund	451	Capital Project Funds	4514270 - 4400100	-	-	15,475,000	-	-	-	15,475,000
Cont.	CIP	CFA00019	Fire Station 71 Rebuild*	Measure G	230	Special Revenue Funds	2304220 - 4400200	-	1,200,000	-	-	-	-	1,200,000
Cont.	CIP	CDR00003	Haystack Channel Rehabilitation	Drainage Facility	232	Special Revenue Funds	2324370 - 5000454	275,000	500,000	-	-	-	-	775,000
Cont.	CIP	CDR00003	Haystack Channel Rehabilitation	Capital Drainage Funds	420	Capital Project Funds	4204370 - 5000454	3,222,112	-	-	-	-	-	3,222,112
New	CIP	CPK00005	Homme Adams Park Improvements	Capital Bond Fund	451	Capital Project Funds	4514618 - 4400200	-	-	5,000,000	150,000	-	-	5,150,000
Cont.	CIP	CTS00005	HSIP Signal Backplates	Measure A	213	Special Revenue Funds	2134317 - 5000908	1,725,282	-	-	-	-	-	1,725,282
Cont.	CIP	CPL00005	Larkspur Lane Improvements	Gas Tax	211	Special Revenue Funds	2114134 - 4400200	-	110,000	-	-	-	-	110,000
New	CIP	MST00008	Monterey & Gerald Ford Street Rehabilitation	SB1 Gas Tax	211	Special Revenue Funds	2114311 - 4391505	-	1,225,164	1,090,000	1,090,000	1,090,000	1,090,000	5,585,164
Cont.	CIP	CDR00007	Mountain View Retention Basin	Capital Improvement Fund	400	Capital Project Funds	4004159 - 4219100	1,074,966	425,000	-	-	-	-	1,499,966
Cont.	CIP	CFA00027	New Library Facility	Capital Bond Fund	451	Capital Project Funds	4514136 - 4400100	-	20,000,000	-	-	-	-	20,000,000
Cont.	CIP	CFA00027	New Library Facility*	Library Capital & Measure G	452	Capital Project Funds	4524136 - 4400100	3,179,940	6,000,000	-	-	-	-	9,179,940
Cont.	CIP	CPK00002	North Sphere Community Park - Future Improvements	Parks & Recreation	233	Special Revenue Funds	2334670 - 5000201	-	500,000	-	-	-	-	500,000
Cont.	CIP	CPK00002	North Sphere Community Park - Future Improvements	Capital Bond Fund	451	Capital Project Funds	4514618 - 5000913	135,124	-	-	-	-	-	135,124
Cont.	CIP	CPK00002	North Sphere Community Park - Future Improvements*	Measure G	400	Capital Project Funds	4004618 - 4400200	-	-	15,500,000	-	-	-	15,500,000
Cont.	CIP	SSY00005	North Sphere Electrical Substation	Capital Improvement Fund	400	Capital Project Funds	4004258 - 4400100	885,000	-	-	-	-	-	885,000
Cont.	CIP	CFA00010	North Sphere Fire Station 102	Fire Fund & Measure G	230	Special Revenue Funds	2304220 - 4400200	1,162,944	4,500,000	-	-	-	-	5,662,944
Cont.	CIP	CFA00010	North Sphere Fire Station 102	Fire Facilities	235	Special Revenue Funds	2354270 - 4400200	315,509	-	-	-	-	-	315,509
New	CIP	GDR00001	North Sphere Flood Control	New Construction Tax	231	Special Revenue Funds	2314134 - 4400200	-	1,000,000	-	-	-	-	1,000,000
New	CIP	GDR00001	North Sphere Flood Control*	Measure G	400	Capital Project Funds	4004370 - 4400200	-	-	8,500,000	5,000,000	-	-	13,500,000
Cont.	CIP	CPK00007	North Sphere Regional Park - Future Improvements*	Measure G	400	Capital Project Funds	4004670 - 5000202	5,000	-	3,000,000	27,000,000	-	-	30,005,000
Cont.	CIP	Various	PDHA Replacement Expenditures	Housing Authority	871	Special Revenue Funds	8714195 - 4331100	91,145	-	3,400,000	3,420,000	3,350,000	75,000	10,336,145
Cont.	CIP	Various	PDHA Replacement Expenditures	Housing Asset Fund	873	Special Revenue Funds	8734199 - 4400100	-	-	-	-	-	4,025,000	4,025,000
New	CIP	CPK00009	Randall Henderson Trailhead Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400200	-	200,000	2,000,000	-	-	-	2,200,000
Cont.	CIP	CDR00006	Stormwater and Drainage Infrastructure	Measure A	213	Special Revenue Funds	2134370 - 4400100	-	-	2,300,000	-	-	-	2,300,000
Cont.	CIP	MST00008	Street Resurfacing Program	Gas Tax	211	Special Revenue Funds	2114134 - 4400200	3,893	500,000	1,500,000	1,500,000	1,500,000	1,500,000	6,503,893
Cont.	CIP	MST00008	Street Resurfacing Program	Measure A	213	Special Revenue Funds	2134134 - 4400200	-	1,289,825	3,000,000	2,500,000	2,500,000	2,500,000	11,789,825
New	CIP	CTS00007	Traffic Signal Improvement Mesa View Drive and Hwy 111	Gas Tax	211	Special Revenue Funds	2114134 - 4400200	-	65,000	900,000	-	-	-	965,000
New	CIP	CTS00006	Traffic Signal Improvement Monterey and Mag Falls	Gas Tax	211	Special Revenue Funds	2114134 - 4400200	-	85,000	900,000	-	-	-	985,000
Cont.	CIP	CPL00004	University Park On-Street Parking Improvements	Gas Tax	211	Special Revenue Funds	2114134 - 4400200	-	650,000	-	-	-	-	650,000
Cont.	CIP	CST00002	Walk n Roll PD - Phase I, II, and III	Measure A	213	Special Revenue Funds	2134633 - 5000103	3,825,266	2,500,000	3,000,000	-	-	-	9,325,266
Public Works:														
Deferred	PW	CFA00013	Artists Center at Galen Improvements	Building Maintenance	450	Capital Project Funds	4504164 - 4388500	150,000	75,000	75,000	75,000	75,000	75,000	525,000
Cont.	PW	MPK00006	Bump & Grind Trailhead Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	200,000	-	-	-	-	200,000
New	PW	CSS00001	Citywide Entry Monument Signage	Capital Bond Fund	451	Capital Project Funds	4514300 - 4400100	-	1,200,000	-	-	-	-	1,200,000
Deferred	PW	MFA00025	Civic Center Building Improvements	Building Maintenance	450	Capital Project Funds	4504161 - 4400100	388,554	500,000	350,000	350,000	350,000	350,000	2,288,554
Deferred	PW	CFA00011	Civic Center Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004674 - 4400100	1,636,624	-	250,000	250,000	250,000	250,000	2,636,624
Deferred	PW	CLS00002	Community Gardens Box Renovation	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	150,000	50,000	250,000	250,000	250,000	250,000	1,200,000
Deferred	PW	CFA00016	Corporation Yard Building Improvements	Capital Improvement Fund	400	Capital Project Funds	4004330 - 4400100	419,498	350,000	100,000	100,000	100,000	100,000	1,169,498
New	PW	CST00013	El Paseo Parkway Improvements	Capital Improvement Fund	400	Capital Project Funds	4004310 - 4400100	-	75,000	400,000	150,000	150,000	150,000	925,000
New	PW	CEQ00006	Fiber Optic Communication Upgrades	Capital Bond Fund	451	Capital Project Funds	4514190 - 4400100	-	100,000	-	2,000,000	-	-	2,100,000
Cont.	PW	MPK00001	Freedom Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	600,000	150,000	150,000	150,000	150,000	1,200,000
Deferred	PW	CFA00022	Henderson Building Improvements	Building Maintenance	450	Capital Project Funds	4504164 - 4400100	107,270	150,000	150,000	150,000	150,000	150,000	857,270
Cont.	PW	SDS00003	Hillary Storm Event	Capital Improvement Fund	400	Capital Project Funds	4004159 - 4219100	1,009,122	-	-	-	-	-	1,009,122
Deferred	PW	CFA00020	Historical Society Building Improvements	Building Maintenance	450	Capital Project Funds	4504161 - 4400100	150,000	150,000	100,000	100,000	100,000	100,000	700,000
Deferred	PW	CPK00004	Hovley Soccer Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	900,000	150,000	150,000	150,000	150,000	1,500,000
New	PW	MPK00008	Ironwood Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	100,000	-	-	-	-	100,000
Deferred	PW	CPK00010	Magnesia Falls Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	100,000	-	-	-	-	100,000
Cont.	PW	SFA00003	Office Space Improvements- Phase 2	Building Maintenance	450	Capital Project Funds	4504164 - 4400200	35,823	-	-	-	-	-	35,823
Cont.	PW	SFA00006	Office Space Improvements- Phase 3	Building Maintenance	450	Capital Project Funds	4504161 - 4400200	975,841	225,000	-	-	-	-	1,200,841
Cont.	PW	MPL00002	Parking Lot Rehab & Maintenance	Capital Improvement Fund	400	Capital Project Funds	4004313 - 4332000	570,000	-	-	-	-	-	570,000
Cont.	PW	CST00012	Parking Lot Rehabilitation - President's Plaza East & West	Capital Improvement Fund	400	Capital Project Funds	4004692 - 4400100	229,035	80,971	83,400	-	-	-	393,406
Cont.	PW	CLS00003	Parks & Medians Cal Sense/Smart Controller Irrigation	Capital Improvement Fund	400	Capital Project Funds	4004388 - 4400100	8,362	75,000	100,000	100,000	100,000	100,000	483,362
Deferred	PW	MFA00014	Portola Community Center Renovations	Capital Improvement Fund	400	Capital Project Funds	4004439 - 4391503	50,000	50,000	-	-	-	-	100,000

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Capital Improvement Projects (cont.)														
Type	Dept/ Div	Project Code	Project Name	Funding Source	Fund No.	Fund Type	Account No.	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
Deferred	PW	MFA00014	Portola Community Center Renovations	Building Maintenance	450	Capital Project Funds	4504439 - 4400100	561,150	500,000	150,000	-	-	-	1,211,150
Deferred	PW	STS00001	Traffic Management System Replacement	Capital Improvement Fund	400	Capital Project Funds	4004250 - 4400100	1,303,705	-	1,000,000	-	-	-	2,303,705
Deferred	PW	MST00001	Traffic Operations & Capacity Improvements	Measure A	213	Special Revenue Funds	2134250 - 5000907	425,000	500,000	500,000	500,000	750,000	750,000	3,425,000
Deferred	PW	MTS00002	Traffic Signal IISNS Replacement	Measure A	213	Special Revenue Funds	2134250 - 5000906	-	50,000	500,000	500,000	-	-	1,050,000
Deferred	PW	MTS00001	Traffic Signal Modification & Hardware Upgrades Program	Measure A	213	Special Revenue Funds	2134250 - 5000906	-	825,000	300,000	300,000	300,000	300,000	2,025,000
Deferred	PW	CPK00006	University Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	86,892	100,000	150,000	-	-	-	336,892
Deferred	PW	CPK00008	Washington Park Improvements	Capital Improvement Fund	400	Capital Project Funds	4004618 - 4400100	-	400,000	-	-	-	-	400,000
Cont.	PW	MST00003	Wayfinding Master Plan	Measure A	213	Special Revenue Funds	2134300 - 5000910	-	1,825,000	-	-	-	-	1,825,000
Art in Public Places and Development Services:														
Cont.	AIPP	CST00005	Artwork for Phase 2 of the PD Link Project	AIPP	436	Capital Project Funds	4364650 - 4400100	100,000	50,000	-	-	-	-	150,000
Cont.	AIPP	CST00020	Artwork for Phase 2 of the San Pablo Corridor Project	AIPP	436	Capital Project Funds	4364650 - 4400100	-	165,000	-	-	-	-	165,000
Cont.	DS	NA	Indian Springs MHP Sewer Conversion	Capital Improvement Fund	400	Capital Project Funds	4004121 - 4374000	-	139,673	139,673	139,673	139,673	139,673	698,364
Cont.	DS	CST00019	Technology Drive Extension to Gerald Ford Drive	Capital Improvement Fund	400	Capital Project Funds	4004311 - 4332000	335,000	293,000	-	-	-	-	628,000
Desert Willow:														
Cont.	DW	CEQ00005	Clubhouse Equipment Various	Golf Capital	441	Capital Project Funds	4414195 - 4809200	352,102	-	135,000	-	-	-	487,102
Cont.	DW	CFA00023	Clubhouse Improvements-Restroom/Exterior Painting	Golf Capital	441	Capital Project Funds	4414195 - 4809200	-	500,000	120,000	150,000	-	-	770,000
Cont.	DW	MFA00016	Golf Course Improvements-Mountain View & Firecliff	Golf Capital	441	Capital Project Funds	4414195 - 4809200	-	-	250,000	3,500,000	-	-	3,750,000
Cont.	DW	CFA00024	Golf Course Pump & Motor Upgrades	Golf Capital	441	Capital Project Funds	4414195 - 4809200	-	100,000	40,000	-	-	-	140,000
New	DW	MLS00003	Golf Course Tree Pruning	Golf Capital	441	Capital Project Funds	4414195 - 4809200	-	250,000	250,000	250,000	250,000	250,000	1,250,000
Cont.	DW	CLS00001	Perimeter Landscape & Lighting Rehabilitation	Golf Capital	441	Capital Project Funds	4414195 - 4809200	-	250,000	250,000	-	-	-	500,000
Cont.	DW	MLS00032	Perimeter Landscape Maintenance	Golf Capital	441	Capital Project Funds	4414195 - 4332000	21,604	260,000	260,000	260,000	260,000	260,000	1,321,604
TOTALS								27,263,589	56,448,633	85,623,073	53,994,673	12,374,673	13,124,673	248,829,313

CIP Funding Sources	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5
Special Revenue Funds	8,367,068	18,634,989	19,100,000	13,720,000	9,900,000	10,650,000
Capital Project Funds	18,896,521	37,813,644	66,523,073	40,274,673	2,474,673	2,474,673
Debt Service Funds	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-
Enterprise Funds	-	-	-	-	-	-
TOTALS	27,263,589	56,448,633	85,623,073	53,994,673	12,374,673	13,124,673

Other Annual Maintenance & Various Programs														
Type	Dept/ Div	Project Code	Project Name	Funding Source	Fund No.	Fund Type	Account No.	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
Public Works:														
Cont.	PW	MFA00003	AD Annual R/M - AD 94-1 Bighorn	94-1 Fund	307	Debt Service Funds	3074311 - 4332000	-	-	324,833	-	-	-	324,833
Annual	PW	MST00013	ADA Curb Ramp Modifications & Sidewalk Replacement Program	Measure A	213	Special Revenue Funds	2134312 - 4400100	-	725,000	500,000	500,000	500,000	500,000	2,725,000
Cont.	PW	MPK00005	Cahuilla Hills Park Improvements	CDBG	220	Special Revenue Funds	2204648 - 4400100	200,607	-	-	-	-	-	200,607
Annual	PW	MDR00004	Catch Basin & Drain Cleaning Program	Drainage Facility	232	Special Revenue Funds	2324690 - 4400100	-	175,000	250,000	250,000	250,000	250,000	1,175,000
Cont.	PW	MDR00004	Catch Basin & Drain Cleaning Program	Capital Drainage Funds	420	Capital Project Funds	4204314 - 4332000	83,906	-	-	-	-	-	83,906
Cont.	PW	SEQ00001	Charging Stations Improvements	Equipment Replacement	530	Internal Service Funds	5304310 - 4404500	357,937	-	500,000	-	-	-	857,937
Annual	PW	MST00002	Citywide Street and Bike Lane Striping Improvements	Measure A	213	Special Revenue Funds	2134315 - 4332000	-	1,000,000	950,000	950,000	950,000	950,000	4,800,000
Deferred	PW	CFA00011	Civic Center Park Improvements	Parks & Recreation	233	Special Revenue Funds	2334618 - 4400100	-	650,000	-	-	-	-	650,000
Deferred	PW	MFA00029	Fire Station 33 Building Improvements	Fire Fund	230	Special Revenue Funds	2304220 - 4400100	-	75,000	75,000	75,000	75,000	75,000	375,000
Deferred	PW	MFA00030	Fire Station 67 Building Improvements	Fire Fund	230	Special Revenue Funds	2304220 - 4400100	-	250,000	75,000	75,000	75,000	75,000	550,000
Deferred	PW	MFA00031	Fire Station 71 Building Improvements	Fire Fund	230	Special Revenue Funds	2304220 - 4400100	-	175,000	75,000	75,000	75,000	75,000	475,000
Deferred	PW	MFA00031	Fire Station 71 Tenant Improvements	Fire Fund	230	Special Revenue Funds	2304220 - 4400100	-	300,000	300,000	300,000	300,000	300,000	1,500,000
Annual	PW	CST00004	Neighborhood Traffic Calming Program	Measure A	213	Special Revenue Funds	2134565 - 5000903	-	200,000	200,000	200,000	200,000	200,000	1,000,000
Deferred	PW	MFA00022	Palm Desert Aquatic Center	Aquatic Fund	242	Special Revenue Funds	2424549 - 4400100	151,925	300,000	280,000	530,000	50,000	50,000	1,361,925
Deferred	PW	MPK00007	Palma Village Park Improvements	CDBG	220	Special Revenue Funds	2204649 - 4400100	111,191	-	-	-	-	-	111,191
Annual	PW	MLS00031	Parks and Median Landscape Rehabilitation	Parks & Recreation	233	Special Revenue Funds	2334618 - 4400100	-	500,000	500,000	500,000	500,000	500,000	2,500,000
Annual	PW	MEQ00002	Public Buildings Furnishings	Building Maintenance	450	Capital Project Funds	4504161 - 4400100	-	100,000	100,000	100,000	100,000	100,000	500,000
Deferred	PW	MFA00011	State Building Improvements	OC Enterprise Funds	510	Enterprise Funds	5104361 - 4400100	750,000	-	150,000	150,000	150,000	150,000	1,350,000
New	PW	CSS00002	Street Sign Inventory	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	50,000	-	-	-	-	50,000
New	PW	CTS00009	Traffic Signal Timing Conversion	Signalization Fund	234	Special Revenue Funds	2344250 - 4400100	-	50,000	-	600,000	-	-	650,000
Cont.	PW	Lease	Vehicle Leases	Equipment Replacement	530	Internal Service Funds	5304331 - 4344000	6,661	90,000	-	-	-	-	96,661
Cont.	PW	CST00018	Vision Zero Strategy Implementation	Measure A	213	Special Revenue Funds	2134300 - 5000910	-	50,000	500,000	500,000	500,000	500,000	2,050,000
PW Equipment:														
Cont.	PW	Purchase	Fleet Replacement	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	851,088	200,000	500,000	500,000	-	-	2,051,088
Cont.	PW	Purchase	Message Boards	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	50,000	50,000	-	-	-	100,000
New	PW	Purchase	Mini Excavator	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	50,000	-	-	-	-	50,000

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Other Annual Maintenance & Various Programs (Cont.)														
Type	Dept/ Div	Project Code	Project Name	Funding Source	Fund No.	Fund Type	Account No.	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
PW Equipment: (Cont.)														
Cont.	PW	Purchase	Mobile Generators	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	25,000	-	-	-	-	25,000
New	PW	Purchase	Paint Mixers	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	25,000	-	-	-	-	25,000
Cont.	PW	Purchase	Skid Steer Loader	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	100,000	-	-	-	-	100,000
Cont.	PW	Purchase	Water Cooler / Ice Machines	Equipment Replacement	530	Internal Service Funds	5304310 - 4403000	-	50,000	-	-	-	-	50,000
Fire, IT, and Police Equipment:														
Cont.	FD	Purchase	Ambulance Purchase / Remounts	Equipment Replacement	530	Internal Service Funds	5304220 - 4403000	395,771	100,000	-	-	-	-	495,771
Cont.	FD	Purchase	Stryker Gurneys / Stair chairs	Equipment Replacement	530	Internal Service Funds	5304220 - 4403000	-	175,000	-	-	-	-	175,000
Cont.	IT	Purchase	Desktop-Laptops	Equipment Replacement	530	Internal Service Funds	5304190 - 4404000	96,783	382,787	460,072	340,183	-	-	1,279,825
Cont.	PD	GEQ00001	Motorcycle Replacement	Police Grants	229	Special Revenue Funds	2294210 - 4391400	-	36,000	-	-	-	-	36,000
Art in Public Places and Economic Development:														
Cont.	AIPP	Purchase	Bike Racks	Air Quality Mgmt	238	Special Revenue Funds	2384515 - 4400100	15,830	-	-	-	-	-	15,830
Cont.	AIPP	NA	Coachella Festival Artwork/Lease Installation	AIPP	436	Capital Project Funds	4364650 - 4400100	346,094	-	-	-	-	-	346,094
Cont.	AIPP	NA	El Paseo Sculpture Exhibition	AIPP	436	Capital Project Funds	4364650 - 4400200	-	-	290,000	-	300,000	-	590,000
New	AIPP	CFX00001	Misc. Public Art Projects	AIPP	436	Capital Project Funds	4364650 - 4400100	-	150,000	150,000	150,000	150,000	150,000	750,000
Cont.	ED	NA	Development Subsidy - Arc Village	Housing Asset Fund	873	Special Revenue Funds	8734195 - 4663900	4,680,000	-	-	-	-	-	4,680,000
Cont.	ED	NA	Development Subsidy - Palm Communities	Housing Asset Fund	873	Special Revenue Funds	8734195 - 4663900	6,755,000	-	-	-	-	-	6,755,000
Cont.	ED	SRG00001	Economic Development Business Enhancements	Economic Development	425	Capital Project Funds	4254430 - 4387500	307,264	-	-	-	-	-	307,264
Cont.	ED	NA	Eisenhower Health Child Care Center Contribution	Capital Improvement Fund	400	Capital Project Funds	4004800 - 4388300	-	1,000,000	-	-	-	-	1,000,000
Cont.	ED	NA	Homebuyer Subsidies - BEGIN Program	Housing Mitigation	214	Special Revenue Funds	2144494 - 4390102	159,135	159,135	159,135	159,135	159,135	-	795,675
Cont.	ED	NA	Housing Mitigation	Housing Mitigation	214	Special Revenue Funds	2144490 - 4390101	199,200	800,000	250,000	250,000	250,000	-	1,749,200
Cont.	ED	MFA00026	iHUB Operating Cost	Economic Development	425	Capital Project Funds	4254430 - 4395000	-	281,697	193,432	-	-	-	475,129
Cont.	ED	MFA00026	iHUB Rent Cost	Economic Development	425	Capital Project Funds	4254430 - 4345000	-	220,121	149,653	-	-	-	369,774
New	ED	NA	McCallum Theater Contribution	Capital Improvement Fund	400	Capital Project Funds	4004800 - 4387900	-	300,000	300,000	300,000	300,000	300,000	1,500,000
Cont.	ED	NA	The Living Desert Contribution	Capital Improvement Fund	400	Capital Project Funds	4004800 - 4389800	-	250,000	250,000	250,000	250,000	-	1,000,000
Cont.	ED	NA	United Palm Desert	Economic Development	425	Capital Project Funds	4254430 - 4393000	137,236	-	-	-	-	-	137,236
Cont.	ED	NA	Various Agencies Contributions	CDBG	220	Special Revenue Funds	2204800 - 4388000	500,761	546,441	-	-	-	-	1,047,202
Cont.	ED	NA	Various Agencies Contributions	CDBG	220	Special Revenue Funds	2204800 - 4309000	35,597	-	-	-	-	-	35,597
Desert Willow:														
Cont.	DW	NA	Course & Ground Leases - Principal Only	Desert Willow	520	Enterprise Funds	5200000 - 2341001	-	417,008	427,553	144,907	-	-	989,468
Cont.	DW	CEQ00005	DW Clubhouse Various Projects	Desert Willow	520	Enterprise Funds	5204195 - 4809200	155,250	159,500	144,678	126,490	112,458	106,863	805,239
Cont.	DW	CEQ00002	Golf Cart Leases - Principal Only	Desert Willow	520	Enterprise Funds	5200000 - 2341001	-	494,483	251,911	-	-	-	746,394
TOTALS								16,297,234	10,662,172	8,356,267	7,025,715	5,246,593	4,281,863	51,869,844

Other Annual Maintenance & Various Programs Funding Sources	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5
Special Revenue Funds	12,809,245	5,991,576	4,114,135	4,964,135	3,884,135	3,475,000
Capital Project Funds	874,500	2,301,818	1,433,085	800,000	1,100,000	550,000
Debt Service Funds	-	-	324,833	-	-	-
Internal Service Funds	1,708,239	1,297,787	1,510,072	840,183	-	-
Enterprise Funds	905,250	1,070,991	974,142	421,397	262,458	256,863
TOTALS	16,297,234	10,662,172	8,356,267	7,025,715	5,246,593	4,281,863

City of Palm Desert
Capital Improvement Funds Program
FY 2025-2026 Summary

Summary of Projects, Programs, & Annual Maintenance

Summary of Funding Sources	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
Special Revenue Funds	21,176,313	24,626,565	23,214,135	18,684,135	13,784,135	14,125,000	115,610,283
Capital Project Funds	19,771,021	40,115,462	67,956,158	41,074,673	3,574,673	3,024,673	175,516,659
Debt Service Funds	-	-	324,833	-	-	-	324,833
Internal Service Funds	1,708,239	1,297,787	1,510,072	840,183	-	-	5,356,281
Enterprise Funds	905,250	1,070,991	974,142	421,397	262,458	256,863	3,891,101
TOTALS	43,560,823	67,110,805	93,979,340	61,020,388	17,621,266	17,406,536	300,699,157

Program Type	2024-25 Est. Carryover	2025-26 Year 1	2026-27 Year 2	2027-28 Year 3	2028-29 Year 4	2029-30 Year 5	Total
Annual Programs	-	2,700,000	2,500,000	2,500,000	2,500,000	2,500,000	12,700,000
Deferred Maint. Catch-Up	6,441,809	6,450,000	4,980,000	3,930,000	3,200,000	3,200,000	28,201,809
1-Time Cont. Program/Project	37,119,014	49,835,641	63,009,340	44,900,388	9,981,266	9,766,536	214,612,184
1-Time New Program/Project	-	8,125,164	23,490,000	9,690,000	1,940,000	1,940,000	45,185,164
TOTALS	43,560,823	67,110,805	93,979,340	61,020,388	17,621,266	17,406,536	300,699,157

* Measure G Funds will be transferred to project fund to support project pursuant to Five-Year Plan.

NOTE:
Appropriations & encumbrances for carryover from Fiscal Year 2024/25 to 2025/26 are estimated. Amounts are subject to change due to projects approved by Council prior to June 30, 2025.

Carryover appropriations are amounts which have been appropriated in FY 2024/25 & are not expected to be expended by June 30, 2025. These funds are primarily for capital budgets & specific programs that overlap fiscal years. When authorized, continuing appropriation amounts are added to the new fiscal year budget amounts in order to track all approved spending.

The exact amount of appropriations & encumbrances for carryover will be determined at the end of the fiscal year during the preparation of financial statements. Carryover amounts will include: 1) Purchase Orders & 2) Unencumbered balances as of June 30, 2025 for appropriations approved by the City Council through the last meeting in June, 2025.

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT,
CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE
FISCAL YEAR 2025-26

WHEREAS, the voters approved the Gann Spending Limitation Initiative (Proposition 4) on November 6, 1979, adding Article XIII B to the Constitution of the State of California to establish and define annual appropriation limits on state and local government entities; and

WHEREAS, Chapter 120-5 of the Revenue and Taxation Code Section 7910 (which incorporates California Senate Bill 1352) provides for the implementation of Article XIII B by defining various terms used in this Article and prescribing procedures to be used in implementing specific provisions of the Article, jurisdiction of its appropriations limit; and

WHEREAS, the required calculation to determine the Appropriations Limit for FY 2025-26 has been performed by the Finance Department based on available information and is on file with the Finance Department and available for public review; and

WHEREAS, Finance staff will recalculate the Appropriations Limit for respective fiscal periods, including FY 2025-26, as soon as information regarding the percentage changes in the local assessment roll due to additional local nonresidential new construction is made available by the Riverside County Assessor's office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, that the City of Palm Desert Appropriations Limit is hereby established as \$194,068,627 for FY 2025-26.

ADOPTED ON _____, 2025.

ATTEST:

JAN HARNIK
MAYOR

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

**CITY OF PALM DESERT
FISCAL YEAR 2025-2026**

APPROPRIATIONS LIMIT CALCULATION

Article XIII B of the California Constitution requires adoption of an annual appropriation limit. The original base year limit was adopted in FY 1978-79 and has been adjusted annually for increase by a factor comprised of the percentage change in population combined with either the percentage change in California per capita personal income or the percentage change in local assessment roll due to the addition of local nonresidential new construction. The changes in the local assessment roll due to additional local nonresidential new construction for current and prior periods have not been available from the County Assessor's office.

On November 1988, voters approved Proposition R which increased the limit to \$25,000,000. It expired in November 1992. The FY 1993-94 limit was calculated with prior years re-calculated to reflect the expiration of the \$25,000,000 limit.

	AMOUNT	SOURCE
A. 2024-25 APPROPRIATION LIMIT	182,253,881	PRIOR YEAR'S CALCULATION
B. ADJUSTMENT FACTORS		
1. POPULATION %		
POPULATION % CHANGE	0.0400	STATE DEPT OF FINANCE
POPULATION CONVERTED TO RATIO (1.22+100)/100	1.000400	CALCULATED
2. INFLATION %		
USING % CHANGES IN CALIF PER CAPITA PERSONAL INCOME		
PER CAPITA % CHANGE	6.44	STATE DEPT OF FINANCE
PER CAPITA CONVERTED TO RATIO (3.62+100)/100	1.0644	CALCULATED
3. CALCULATION OF FACTOR FOR FY 25-26	1.0648	B1*B2
C. 2025-26 APPROPRIATIONS LIMIT BEFORE ADJUSTMENTS	194,068,627	B3*A
D. OTHER ADJUSTMENTS	0	CALCULATED
E. 2025-2026 APPROPRIATIONS LIMIT	194,068,627	C+D
F. APPROPRIATIONS SUBJECT TO LIMIT	106,288,587	CALCULATED
G. OVER/(UNDER) LIMIT	(87,780,040)	F-E

RESOLUTION HA - _____

A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY OF PALM DESERT, CALIFORNIA, ADOPTING THE HOUSING AUTHORITY'S FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026

WHEREAS, the Housing Authority has received and considered the proposed Financial Plan submitted by the Executive Director on June 26, 2025; and

WHEREAS, after notice duly given, the Housing Authority held a public hearing on the proposed Financial Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows

Section 1. The amounts shown on Exhibit A, "Estimated Revenues", are hereby accepted as the Estimated Revenues for FY 2025-26 for each fund and revenue source.

Section 2. The amounts shown on Exhibit B, "Appropriations", are hereby appropriated to the departments and activities indicated. The City Manager or designee will have the authority to adjust intra- and inter-departmental budgeted line items, as well as inter-fund transfers to facilitate approved projects, provided such adjustments do not exceed the total approved budget, including any additional approved appropriations. If the need arises during the fiscal year, requests for additional appropriations will require approval by the City Council.

Section 3. The amounts shown on Exhibit A, "Continuing Appropriations, Existing Capital Projects," are hereby accepted as continuing appropriations to FY 2024-25. The amounts included in this exhibit include all unexpended amounts from purchase orders and contracts encumbered by June 30, 2025.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution HA-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

PALM DESERT HOUSING AUTHORITY

Fiscal Year 2025-26

Section 1

Estimated Revenues	FY 2025-26 Budget
<u>Housing Authority Fund (871):</u>	
1. Rent Apartments	\$ 10,376,926
2. Reimbursement / Transfers / Interest	\$ 980,000
<u>Total Housing Authority Fund</u>	<u>\$ 11,356,926</u>
<u>Housing Asset Fund (873):</u>	
1. Reimbursement / Transfers / Interest	\$ 1,952,000
<u>Total Housing Asset Fund</u>	<u>\$ 1,952,000</u>
Total Revenue - Housing Authority Funds	<u>\$ 13,308,926</u>

Section 2

Appropriations		FY 2025-26 Budget
1. Housing Authority Operations	FD 871	\$ 597,399
2. Housing Authority Apartments	FD 871	\$ 8,696,580
3. Replacement Reserve Expense	FD 871	\$ -
4. Transfer Out to Housing Administration Fund 870	FD 871	\$ 406,774
5. Housing Asset Fund	FD 873	\$ 77,900
Total Housing Authority Appropriations*		<u>\$ 9,778,653</u>

Section 3

Capital Improvements & Continuing Appropriations		FY 2025-26 Budget
1. Capital Improvement Budget	FD 873	\$ 650,000
2. Continuing Appropriations		\$ -
Total Housing Authority Capital & Continuing Appropriations*		<u>\$ 650,000</u>

*These amounts will only be expended to the extent there are monies available from the prior year encumbrances, established reserve funds, repayments of loans, sales of homes, etc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, RESCINDING AND REPLACING RESOLUTION NOS. 2025 __, ADOPTING AUTHORIZED CLASSIFICATIONS, ALLOCATED POSITIONS, SALARY SCHEDULE, AND SALARY RANGES INCLUDED HEREIN AND ATTACHED AS “EXHIBIT A” EFFECTIVE JULY 1, 2025.

WHEREAS, the City of Palm Desert identifies employees by classifications and groups for the purpose of salary and benefit administration; and

WHEREAS, the City of Palm Desert has met and conferred in good faith with the Palm Desert Employees Organization (PDEO) in accordance with the Meyers-Milias-Brown Act and the City’s Employer-Employee Relations Ordinance; and

WHEREAS, the City of Palm Desert has reached an agreement and entered into a memorandum of understanding extension with the employees represented by the PDEO, for the period of July 1, 2025, through June 30, 2026, and Exhibit A is consistent with this agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. Salary schedule, ranges & allocated positions and authorized classifications.

The City of Palm Desert’s Personnel System, Section 2.52 of the Palm Desert Municipal Code, prescribes specific terms for appointment and tenure of all City employees. Exhibit A contains the tables of allocated classifications, positions, and salary ranges authorized effective July 1, 2025.

The City Manager is hereby authorized to modify the Allocated Classifications, Positions and Salary Schedule during the FY 2025-26 for modifications the City Manager determines are reasonably necessary or appropriate for business necessity including, without limitation, the implementation of title and responsibility changes, any minimum wage laws, use of over-hires for training, limited term student internships and modification of vacant positions in so far as such modifications do not exceed the adopted 2025-26 Financial Plan.

Title	Exempt Group	Executive Contract	At Will
City Manager	X	Yes	Yes
Assistant City Manager	X	Yes	Yes
City Clerk	X	Yes	Yes
City Engineer	X	Yes	Yes
Director of Capital Projects	X	Yes	Yes
Director of Development Services	X	Yes	Yes
Director of Economic Development	A	No	No
Director of Finance/City Treasurer	X	Yes	Yes
Director of Human Resources	X	Yes	Yes
Director of Library Services	X	Yes	Yes
Director of Public Works	X	Yes	Yes
Accounting Manager	B	No	No
Accounting Supervisor	B	No	No
Assistant Building Official	B	No	No
Assistant Director of Library Services	B	No	No
Assistant City Clerk	B	No	No
Business Operations Manager	B	No	No
Capital Projects Manager	B	No	No
Chief Building Official	B	No	No
Code Compliance Supervisor	B	No	No
Communications Analyst	B	No	No
Community Relations Supervisor	B	No	No
Community Services Manager	B	No	No
Deputy Director of Development Services	B	No	No
Deputy Director of Economic Development	B	No	No
Deputy Director of Finance	B	No	No
Deputy Director of Public Works	B	No	No
Economic Development Coordinator	B	No	No
Finance Supervisor	B	No	No
Homeless and Support Services Manager	B	No	No
Housing Manager	B	No	No
Human Resources Manager	B	No	No
Information Systems Manager	B	No	No
Landscape Supervisor	B	No	No
Library Manager	B	No	No
Management Analyst I/II	B	No	No
Principal Planner	B	No	No
Project Manager	B	No	No
Public Affairs Manager	B	No	No
Public Works Superintendent	B	No	No
Senior Contracts and Grants Analyst	B	No	No
Senior Engineer	B	No	No
Senior Management Analyst	B	No	No
Senior Planner	B	No	No
Senior Project Manager	B	No	No
Special Events Coordinator	B	No	No
Streets Maintenance Supervisor	B	No	No
Executive Assistant/Coordinator (City Manager)	C	No	No
Human Resources Analyst	C	No	No

SECTION 2. Personnel groups/designations.

The City assigns classifications to designated groups for the purposes of defining exempt status, benefits allocation and purchasing authority. These classifications (listed in the table below) are categorized as follows:

Group X: Executive Contract Positions:

The classifications designated as Group X, Executive Contract, have the highest level of executive responsibility and authority; these positions are governed by individual employment agreements.

Group A: Directors and Department Heads

The classifications designated as Group A have a higher level of responsibility and authority and they are exempt from overtime provisions as defined by the Fair Labor Standards Act and set forth in the Personnel Rules and Regulations, Section 2.52.305. They may be At Will and governed by employment agreements. Among other things, these positions require spending numerous extra hours at meetings, conferences, and work.

Group B: Mid-Management/Professional

The positions classifications as Group B are managerial, supervisory, or professional in nature and they are exempt from overtime provisions as defined by the Fair Labor Standards Act and set forth in the Personnel Rules and Regulations, Section 2.52.305. Among other things, these positions require spending occasional extra hours at meetings, conferences, and work.

Purchasing Authority Groups

The City Manager, pursuant to PDMC Chapter 3.30.020 (C) and 3.30.030 (A) may set purchasing limits and thresholds. These limits may be set by this resolution, an administrative purchasing policy established by the City Manager, or an annual memorandum from the City Manager to the Finance Director.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

Classification	Allocated Positions	Salary Grade	Exempt Status	Notes:
CITY MANAGER				
City Manager	1	CM	Exempt	X
Assistant City Manager	1	73	Exempt	X
Management Analyst I/II	1	40/42	Exempt	B
Management Aide I/II	1	34/36	Non-Exempt	
Executive Assistant	1	36	Non-Exempt	C (confidential)
1104130	5			
Human Resources				
Director of Human Resources	1	64	Exempt	X
Human Resources Specialist	1	36	Non-Exempt	
Human Resources Analyst I/II	2	40/42	Exempt	C (confidential)
1104154	4			
City Clerk				
City Clerk	1	66	Exempt	X
Assistant City Clerk	1	46	Exempt	B
Senior Administrative Assistant	1	34	Non-Exempt	
Receptionist	1	20	Non-Exempt	
Records Coordinator	1	38	Non-Exempt	
Senior Deputy Clerk	3	38	Non-Exempt	
1104111	8			
Total City Manager	17			
LIBRARY SERVICES				
Library Services				
Director of Library Services	1	68	Exempt	X
Assistant Director of Library Services	1	56	Exempt	B
Library Manager	2	50	Exempt	B
Librarian I/II	4	40/42	Exempt	B
Library Assistant (PT)	11	20	Non-Exempt	
2524662	19			
Total Library Services	19			

Classification	Allocated Positions	Salary Grade	Exempt Status	Notes:
FINANCE				
Finance				
Director of Finance/City Treasurer	1	71	Exempt	X
Deputy Director of Finance	2	63	Exempt	B
Accounting Supervisor	1	46	Exempt	B
Finance Supervisor	1	46	Exempt	B
Senior Management Analyst	2	45	Exempt	B
Management Analyst I/II	2	40/42	Exempt	B
Accountant	3	43	Non-Exempt	
Senior Administrative Assistant	2	34	Non-Exempt	
Payroll Coordinator	1	38	Non-Exempt	
Accounting Technician I/II	2	28/32	Non-Exempt	
	1104150	17		
Affordable Housing				
Housing Manager	1	51	Exempt	B
Senior Management Analyst	1	45	Exempt	B
	8704195	2		
Information Technology				
Information Systems Manager	1	62	Exempt	B
Cyber Security Officer	1	50	Exempt	B
Management Aide I/II	1	34/36	Non-Exempt	
Senior Information Systems Administrator	1	48	Non-Exempt	
Senior GIS Admin	1	47	Non-Exempt	
Senior Biz Systems Enterprise	1	46	Non-Exempt	
Biz Systems Enterprise	1	42	Non-Exempt	
	1104190	7		
Total Finance	26			
ECONOMIC DEVELOPMENT				
Economic Development				
Director, Econ Development	1	70	Exempt	A
Deputy Director, Econ Development	1	63	Exempt	B
Community Relations Supervisor	1	46	Exempt	B
Management Analyst I/II	2	40/42	Exempt	B
Administrative Assistant I/II - Econ. Dvlpt.	1	28/32	Non-Exempt	
	4430	6		
Special Programs				
Special Events Coordinator	1	42	Exempt	B
Management Analyst I/II- Environmental	1	40/42	Exempt	B
Management Analyst I/II - Art	1	40/42	Exempt	B
Administrative Assistant I/II - Special Programs	1	28/32	Non-Exempt	
	4430	4		
Public Affairs				
Public Affairs Manager	1	56	Exempt	B
Communications and Marketing Coordinator	1	42	Exempt	B
Management Aide I/II	1	34/36	Non-Exempt	
Visitor Services Specialist	1	28	Non-Exempt	
Visitor Services Assistant (PT)	2	20	Non-Exempt	
	4417	6		
Total Economic Development	16			

Classification	Allocated Positions	Salary Grade	Exempt Status	Notes:
DEVELOPMENT SERVICES				
Development Services /Planning				
Director of Development Services	1	70	Exempt	X
Dep Dir of Development Services	1	63	Exempt	B
Executive Assistant	1	36	Non-Exempt	
Principal Planner	1	53	Exempt	B
Senior Planner	1	46	Exempt	B
Associate Planner I/II	2	42/44	Non-Exempt	B
Assistant Planner	1	36	Non-Exempt	B
Planning Technician	1	34	Non-Exempt	
GIS Analyst	1	42	Non-Exempt	
Development Services Coordinator	1	42	Non-Exempt	
Management Analyst I/II	1	40/42	Exempt	B
4470	12			
Engineering Services				
Associate Engineer	1	48	Exempt	B
1104423	1			
Building & Safety				
Chief Building Official	1	62	Exempt	B
Assistant Building Official	1	51	Exempt	B
Senior Building Inspector	1	42	Non-Exempt	
Building Inspector II	3	38	Non-Exempt	
Administrative Assistant I/II	1	28/32	Non-Exempt	
4420	7			
Code Compliance				
Code Compliance & Support Services Manager	1	51	Exempt	B
Code Compliance Officer I/II	6	30/34	Non-Exempt	
Homeless and Support Services Manager	1	48	Exempt	B
Administrative Assistant I/II	1	28/32	Non-Exempt	
4422	9			
Palm Desert Permit Center				
Management Analyst I/II	1	40/42	Exempt	B
Senior Permit Technician	1	35	Non-Exempt	
Management Aide I/II	1	34/36	Non-Exempt	
Permit Technician I/II	3	28/32	Non-Exempt	
Office Assistant II	1	20/24	Non-Exempt	
4421	7			
Total Development Services				
	36			

Classification	Allocated Positions	Salary Grade	Exempt Status	Notes:
CAPITAL PROJECTS				
Capital Projects Administration				
Director of Capital Projects	1	70	Exempt	X
Capital Projects Manager	1	53	Exempt	B
Senior Project Manager	2	50	Exempt	B
Project Manager	2	48	Exempt	B
Senior Public Works Inspector	1	40	Non-Exempt	
Public Works Inspector I/II	2	34/37	Non-Exempt	
Total Capital Projects	9			
PUBLIC WORKS				
Public Works				
Director of Public Works	1	70	Exempt	X
Deputy Director of Public Works	1	63	Exempt	B
Business Operations Manager	1	50	Exempt	B
Senior Management Analyst	1	45	Exempt	B
Senior Project Manager	1	50	Exempt	B
Management Analyst I/II	2	40/42	Exempt	B
Senior Administrative Assistant	2	34	Non-Exempt	
Administrative Assistant I/II	1	28/32	Non-Exempt	
4300	10			
Community Services				
Community Services Mgr	1	51	Exempt	B
Public Works Superintendent	1	48	Exempt	B
Management Analyst I/II	1	40/42	Exempt	B
Landscape Inspector I/II	3	34/36	Non-Exempt	
4614	6			
Facilities Management				
Project Manager	1	48	Exempt	B
Senior Facilities Specialist	1	38	Non-Exempt	
Facilities Specialist	1	36	Non-Exempt	
4340	3			
Streets Maintenance				
Public Works Superintendent	1	48	Exempt	B
Streets Maintenance Supervisor	1	46	Exempt	B
Office Assistant I/II	1	20/24	Non-Exempt	
Senior Maintenance Worker	1	40	Non-Exempt	
Maintenance Worker III	4	36	Non-Exempt	
Maintenance Worker I/II	8	28/32	Non-Exempt	
4310	16			
Traffic Signal Maintenance				
Project Manager	1	48	Exempt	B
Senior Traffic Signal Specialist	1	45	Non-Exempt	
Traffic Signal Technician I/II	3	34/38	Non-Exempt	
4310	5			
Total Public Works	40			
TOTAL ALLOCATED POSITIONS	163			

City of Palm Desert									
Salary Schedule Grade/Step Table									
Effective July 1, 2025									
Salary Range	Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10	Annual	40,310	42,328	44,450	46,675	49,026	51,480	53,269	55,328
	Monthly	3,359	3,527	3,704	3,890	4,086	4,290	4,439	4,611
	Hourly	19.38	20.35	21.37	22.44	23.57	24.75	25.61	26.60
11	Annual	41,350	43,410	45,573	47,840	50,253	52,770	54,558	56,722
	Monthly	3,446	3,618	3,798	3,987	4,188	4,398	4,547	4,727
	Hourly	19.88	20.87	21.91	23.00	24.16	25.37	26.23	27.27
12	Annual	42,349	44,470	46,696	49,046	51,542	54,080	55,952	58,136
	Monthly	3,529	3,706	3,891	4,087	4,295	4,507	4,663	4,845
	Hourly	20.36	21.38	22.45	23.58	24.78	26.00	26.90	27.95
13	Annual	43,430	45,594	47,861	50,274	52,790	55,411	57,366	59,613
	Monthly	3,619	3,800	3,988	4,190	4,399	4,618	4,781	4,968
	Hourly	20.88	21.92	23.01	24.17	25.38	26.64	27.58	28.66
14	Annual	44,491	46,717	49,067	51,563	54,142	56,826	58,781	61,110
	Monthly	3,708	3,893	4,089	4,297	4,512	4,736	4,898	5,093
	Hourly	21.39	22.46	23.59	24.79	26.03	27.32	28.26	29.38
15	Annual	45,614	47,882	50,294	52,832	55,453	58,261	60,278	62,629
	Monthly	3,801	3,990	4,191	4,403	4,621	4,855	5,023	5,219
	Hourly	21.93	23.02	24.18	25.40	26.66	28.01	28.98	30.11
16	Annual	46,738	49,088	51,584	54,163	56,867	59,696	61,755	64,168
	Monthly	3,895	4,091	4,299	4,514	4,739	4,975	5,146	5,347
	Hourly	22.47	23.60	24.80	26.04	27.34	28.70	29.69	30.85
17	Annual	47,902	50,336	52,853	55,515	58,282	61,214	63,336	65,811
	Monthly	3,992	4,195	4,404	4,626	4,857	5,101	5,278	5,484
	Hourly	23.03	24.20	25.41	26.69	28.02	29.43	30.45	31.64
18	Annual	49,150	51,626	54,184	56,888	59,717	62,691	64,896	67,413
	Monthly	4,096	4,302	4,515	4,741	4,976	5,224	5,408	5,618
	Hourly	23.63	24.82	26.05	27.35	28.71	30.14	31.20	32.41
19	Annual	50,378	52,874	55,557	58,302	61,235	64,272	66,560	69,139
	Monthly	4,198	4,406	4,630	4,859	5,103	5,356	5,547	5,762
	Hourly	24.22	25.42	26.71	28.03	29.44	30.90	32.00	33.24
20	Annual	51,646	54,205	56,930	59,758	62,733	65,894	68,162	70,845
	Monthly	4,304	4,517	4,744	4,980	5,228	5,491	5,680	5,904
	Hourly	24.83	26.06	27.37	28.73	30.16	31.68	32.77	34.06
21	Annual	52,915	55,578	58,344	61,277	64,293	67,538	69,909	72,634
	Monthly	4,410	4,632	4,862	5,106	5,358	5,628	5,826	6,053
	Hourly	25.44	26.72	28.05	29.46	30.91	32.47	33.61	34.92
22	Annual	54,246	56,950	59,779	62,795	65,915	69,243	71,594	74,443
	Monthly	4,521	4,746	4,982	5,233	5,493	5,770	5,966	6,204
	Hourly	26.08	27.38	28.74	30.19	31.69	33.29	34.42	35.79
23	Annual	55,598	58,365	61,318	64,355	67,558	70,928	73,424	76,315
	Monthly	4,633	4,864	5,110	5,363	5,630	5,911	6,119	6,360
	Hourly	26.73	28.06	29.48	30.94	32.48	34.10	35.30	36.69
24	Annual	56,971	59,821	62,816	65,957	69,264	72,738	75,275	78,208
	Monthly	4,748	4,985	5,235	5,496	5,772	6,062	6,273	6,517
	Hourly	27.39	28.76	30.20	31.71	33.30	34.97	36.19	37.60
25	Annual	58,406	61,339	64,418	67,621	70,990	74,547	77,126	80,163
	Monthly	4,867	5,112	5,368	5,635	5,916	6,212	6,427	6,680
	Hourly	28.08	29.49	30.97	32.51	34.13	35.84	37.08	38.54
26	Annual	59,842	62,858	65,998	69,306	72,779	76,398	79,102	82,181
	Monthly	4,987	5,238	5,500	5,776	6,065	6,367	6,592	6,848
	Hourly	28.77	30.22	31.73	33.32	34.99	36.73	38.03	39.51
27	Annual	61,360	64,459	67,642	71,032	74,589	78,333	81,037	84,219
	Monthly	5,113	5,372	5,637	5,919	6,216	6,528	6,753	7,018
	Hourly	29.50	30.99	32.52	34.15	35.86	37.66	38.96	40.49
28	Annual	62,899	66,040	69,347	72,800	76,419	80,246	83,096	86,341
	Monthly	5,242	5,503	5,779	6,067	6,368	6,687	6,925	7,195
	Hourly	30.24	31.75	33.34	35.00	36.74	38.58	39.95	41.51
29	Annual	64,501	67,683	71,094	74,651	78,395	82,285	85,134	88,483
	Monthly	5,375	5,640	5,925	6,221	6,533	6,857	7,095	7,374
	Hourly	31.01	32.54	34.18	35.89	37.69	39.56	40.93	42.54
30	Annual	66,082	69,368	72,842	76,482	80,309	84,323	87,277	90,688
	Monthly	5,507	5,781	6,070	6,374	6,692	7,027	7,273	7,557
	Hourly	31.77	33.35	35.02	36.77	38.61	40.54	41.96	43.60

City of Palm Desert									
Salary Schedule Grade/Step Table									
Effective July 1, 2025									
Salary Range	Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
31	Annual	67,746	71,115	74,672	78,437	82,326	86,445	89,482	92,955
	Monthly	5,646	5,926	6,223	6,536	6,861	7,204	7,457	7,746
	Hourly	32.57	34.19	35.90	37.71	39.58	41.56	43.02	44.69
32	Annual	69,410	72,883	76,523	80,330	84,386	88,587	91,686	95,285
	Monthly	5,784	6,074	6,377	6,694	7,032	7,382	7,641	7,940
	Hourly	33.37	35.04	36.79	38.62	40.57	42.59	44.08	45.81
33	Annual	71,198	74,714	78,478	82,368	86,486	90,813	94,016	97,656
	Monthly	5,933	6,226	6,540	6,864	7,207	7,568	7,835	8,138
	Hourly	34.23	35.92	37.73	39.60	41.58	43.66	45.20	46.95
34	Annual	72,946	76,586	80,413	84,427	88,670	93,080	96,366	100,090
	Monthly	6,079	6,382	6,701	7,036	7,389	7,757	8,031	8,341
	Hourly	35.07	36.82	38.66	40.59	42.63	44.75	46.33	48.12
35	Annual	74,755	78,499	82,410	86,528	90,896	95,410	98,758	102,627
	Monthly	6,230	6,542	6,868	7,211	7,575	7,951	8,230	8,552
	Hourly	35.94	37.74	39.62	41.60	43.70	45.87	47.48	49.34
36	Annual	76,648	80,434	84,469	88,712	93,101	97,822	101,254	105,186
	Monthly	6,387	6,703	7,039	7,393	7,758	8,152	8,438	8,766
	Hourly	36.85	38.67	40.61	42.65	44.76	47.03	48.68	50.57
37	Annual	78,541	82,451	86,570	90,938	95,472	100,256	103,750	107,806
	Monthly	6,545	6,871	7,214	7,578	7,956	8,355	8,646	8,984
	Hourly	37.76	39.64	41.62	43.72	45.90	48.20	49.88	51.83
38	Annual	80,496	84,531	88,754	93,184	97,864	102,773	106,350	110,510
	Monthly	6,708	7,044	7,396	7,765	8,155	8,564	8,863	9,209
	Hourly	38.70	40.64	42.67	44.80	47.05	49.41	51.13	53.13
39	Annual	82,514	86,611	90,979	95,534	100,298	105,310	109,034	113,256
	Monthly	6,876	7,218	7,582	7,961	8,358	8,776	9,086	9,438
	Hourly	39.67	41.64	43.74	45.93	48.22	50.63	52.42	54.45
40	Annual	84,573	88,795	93,288	97,947	102,814	107,952	111,717	116,106
	Monthly	7,048	7,400	7,774	8,162	8,568	8,996	9,310	9,676
	Hourly	40.66	42.69	44.85	47.09	49.43	51.90	53.71	55.82
41	Annual	86,674	91,021	95,576	100,360	105,394	110,677	114,504	118,997
	Monthly	7,223	7,585	7,965	8,363	8,783	9,223	9,542	9,916
	Hourly	41.67	43.76	45.95	48.25	50.67	53.21	55.05	57.21
42	Annual	88,878	93,330	97,989	102,856	107,994	113,422	117,374	121,971
	Monthly	7,407	7,778	8,166	8,571	9,000	9,452	9,781	10,164
	Hourly	42.73	44.87	47.11	49.45	51.92	54.53	56.43	58.64
43	Annual	91,083	95,659	100,464	105,456	110,718	116,293	120,349	125,029
	Monthly	7,590	7,972	8,372	8,788	9,227	9,691	10,029	10,419
	Hourly	43.79	45.99	48.30	50.70	53.23	55.91	57.86	60.11
44	Annual	93,392	98,030	102,918	108,098	113,485	119,163	123,323	128,128
	Monthly	7,783	8,169	8,577	9,008	9,457	9,930	10,277	10,677
	Hourly	44.90	47.13	49.48	51.97	54.56	57.29	59.29	61.60
45	Annual	95,722	100,506	105,498	110,802	116,355	122,138	126,422	131,352
	Monthly	7,977	8,376	8,792	9,234	9,696	10,178	10,535	10,946
	Hourly	46.02	48.32	50.72	53.27	55.94	58.72	60.78	63.15
46	Annual	98,093	102,960	108,160	113,547	119,226	125,195	129,563	134,638
	Monthly	8,174	8,580	9,013	9,462	9,936	10,433	10,797	11,220
	Hourly	47.16	49.50	52.00	54.59	57.32	60.19	62.29	64.73
47	Annual	100,568	105,560	110,843	116,418	122,221	128,357	132,808	138,008
	Monthly	8,381	8,797	9,237	9,702	10,185	10,696	11,067	11,501
	Hourly	48.35	50.75	53.29	55.97	58.76	61.71	63.85	66.35
48	Annual	103,022	108,222	113,630	119,267	125,278	131,518	136,136	141,461
	Monthly	8,585	9,019	9,469	9,939	10,440	10,960	11,345	11,788
	Hourly	49.53	52.03	54.63	57.34	60.23	63.23	65.45	68.01
49	Annual	105,622	110,926	116,459	122,304	128,419	134,846	139,526	144,976
	Monthly	8,802	9,244	9,705	10,192	10,702	11,237	11,627	12,081
	Hourly	50.78	53.33	55.99	58.80	61.74	64.83	67.08	69.70
50	Annual	108,306	113,693	119,350	125,362	131,581	138,195	143,042	148,595
	Monthly	9,026	9,474	9,946	10,447	10,965	11,516	11,920	12,383
	Hourly	52.07	54.66	57.38	60.27	63.26	66.44	68.77	71.44
51	Annual	110,989	116,522	122,366	128,482	134,909	141,648	146,598	152,339
	Monthly	9,249	9,710	10,197	10,707	11,242	11,804	12,217	12,695
	Hourly	53.36	56.02	58.83	61.77	64.86	68.10	70.48	73.24

City of Palm Desert									
Salary Schedule Grade/Step Table									
Effective July 1, 2025									
Salary Range	Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
52	Annual	113,776	119,475	125,445	131,706	138,278	145,184	150,280	156,166
	Monthly	9,481	9,956	10,454	10,976	11,523	12,099	12,523	13,014
	Hourly	54.70	57.44	60.31	63.32	66.48	69.80	72.25	75.08
53	Annual	116,584	122,429	128,586	134,992	141,710	148,824	154,024	160,056
	Monthly	9,715	10,202	10,716	11,249	11,809	12,402	12,835	13,338
	Hourly	56.05	58.86	61.82	64.90	68.13	71.55	74.05	76.95
54	Annual	119,538	125,507	131,789	138,362	145,246	152,526	157,872	164,070
	Monthly	9,962	10,459	10,982	11,530	12,104	12,711	13,156	13,673
	Hourly	57.47	60.34	63.36	66.52	69.83	73.33	75.90	78.88
55	Annual	122,491	128,648	135,054	141,814	148,928	156,374	161,845	168,147
	Monthly	10,208	10,721	11,255	11,818	12,411	13,031	13,487	14,012
	Hourly	58.89	61.85	64.93	68.18	71.60	75.18	77.81	80.84
56	Annual	125,590	131,872	138,445	145,392	152,630	160,243	165,901	172,328
	Monthly	10,466	10,989	11,537	12,116	12,719	13,354	13,825	14,361
	Hourly	60.38	63.40	66.56	69.90	73.38	77.04	79.76	82.85
57	Annual	128,710	135,158	141,898	149,032	156,437	164,258	170,019	176,675
	Monthly	10,726	11,263	11,825	12,419	13,036	13,688	14,168	14,723
	Hourly	61.88	64.98	68.22	71.65	75.21	78.97	81.74	84.94
58	Annual	131,955	138,528	145,475	152,714	160,368	168,376	174,262	181,085
	Monthly	10,996	11,544	12,123	12,726	13,364	14,031	14,522	15,090
	Hourly	63.44	66.60	69.94	73.42	77.10	80.95	83.78	87.06
59	Annual	135,242	141,981	149,094	156,541	164,341	172,619	178,610	185,598
	Monthly	11,270	11,832	12,425	13,045	13,695	14,385	14,884	15,467
	Hourly	65.02	68.26	71.68	75.26	79.01	82.99	85.87	89.23
60	Annual	138,590	145,538	152,818	160,472	168,501	176,925	183,082	190,237
	Monthly	11,549	12,128	12,735	13,373	14,042	14,744	15,257	15,853
	Hourly	66.63	69.97	73.47	77.15	81.01	85.06	88.02	91.46
61	Annual	142,106	149,178	156,603	164,445	172,702	181,334	187,699	195,021
	Monthly	11,842	12,432	13,050	13,704	14,392	15,111	15,642	16,252
	Hourly	68.32	71.72	75.29	79.06	83.03	87.18	90.24	93.76
62	Annual	145,621	152,922	160,534	168,584	177,008	185,848	192,379	199,888
	Monthly	12,135	12,744	13,378	14,049	14,751	15,487	16,032	16,657
	Hourly	70.01	73.52	77.18	81.05	85.10	89.35	92.49	96.10
63	Annual	149,240	156,728	164,549	172,786	181,438	190,486	197,184	204,880
	Monthly	12,437	13,061	13,712	14,399	15,120	15,874	16,432	17,073
	Hourly	71.75	75.35	79.11	83.07	87.23	91.58	94.80	98.50
64	Annual	153,005	160,659	168,688	177,112	185,952	195,270	202,093	209,997
	Monthly	12,750	13,388	14,057	14,759	15,496	16,273	16,841	17,500
	Hourly	73.56	77.24	81.10	85.15	89.40	93.88	97.16	100.96
65	Annual	156,832	164,653	172,890	181,542	190,590	200,138	207,168	215,218
	Monthly	13,069	13,721	14,408	15,129	15,883	16,678	17,264	17,935
	Hourly	75.40	79.16	83.12	87.28	91.63	96.22	99.60	103.47
66	Annual	160,763	168,771	177,195	186,077	195,395	205,150	212,347	220,605
	Monthly	13,397	14,064	14,766	15,506	16,283	17,096	17,696	18,384
	Hourly	77.29	81.14	85.19	89.46	93.94	98.63	102.09	106.06
67	Annual	164,798	172,994	181,646	190,757	200,242	210,330	217,651	226,138
	Monthly	13,733	14,416	15,137	15,896	16,687	17,528	18,138	18,845
	Hourly	79.23	83.17	87.33	91.71	96.27	101.12	104.64	108.72
68	Annual	168,875	177,341	186,202	195,499	205,275	215,571	223,080	231,795
	Monthly	14,073	14,778	15,517	16,292	17,106	17,964	18,590	19,316
	Hourly	81.19	85.26	89.52	93.99	98.69	103.64	107.25	111.44
69	Annual	173,098	181,709	190,861	200,387	210,434	220,917	228,654	237,557
	Monthly	14,425	15,142	15,905	16,699	17,536	18,410	19,055	19,796
	Hourly	83.22	87.36	91.76	96.34	101.17	106.21	109.93	114.21
70	Annual	177,424	186,306	195,624	205,400	215,675	226,470	234,374	243,526
	Monthly	14,785	15,526	16,302	17,117	17,973	18,873	19,531	20,294
	Hourly	85.30	89.57	94.05	98.75	103.69	108.88	112.68	117.08
71	Annual	181,854	190,965	200,554	210,538	221,083	232,128	240,219	249,642
	Monthly	15,155	15,914	16,713	17,545	18,424	19,344	20,018	20,804
	Hourly	87.43	91.81	96.42	101.22	106.29	111.60	115.49	120.02
72	Annual	186,410	195,728	205,504	215,800	226,574	237,931	246,230	255,861
	Monthly	15,534	16,311	17,125	17,983	18,881	19,828	20,519	21,322
	Hourly	89.62	94.10	98.80	103.75	108.93	114.39	118.38	123.01

City of Palm Desert Salary Schedule Grade/Step Table Effective July 1, 2025									
Salary Range	Wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
73	Annual	191,090	200,637	210,642	221,187	232,232	243,838	252,408	262,246
	Monthly	15,924	16,720	17,554	18,432	19,353	20,320	21,034	21,854
	Hourly	91.87	96.46	101.27	106.34	111.65	117.23	121.35	126.08
74	Annual	195,832	205,629	215,925	226,720	238,056	249,954	258,710	268,798
	Monthly	16,319	17,136	17,994	18,893	19,838	20,830	21,559	22,400
	Hourly	94.15	98.86	103.81	109.00	114.45	120.17	124.38	129.23
75	Annual	200,741	210,766	221,312	232,378	243,984	256,194	265,158	275,496
	Monthly	16,728	17,564	18,443	19,365	20,332	21,350	22,097	22,958
	Hourly	96.51	101.33	106.40	111.72	117.30	123.17	127.48	132.45
Y-Rate 118 - 32	Annual	107,578							
	Monthly	8,965							
	Hourly	51.72							
CM	Annual	278,096	City Manager - per contract dated 03-24-2025						
	Hourly	133.70							
CC	Annual	36,116	City Council Housing Authority Meetings						
	Per Meeting	50.00							

2025/2026 FINANCIAL PLAN MEMORANDUM

TO: Chris Escobedo, City Manager

FROM: Veronica Chavez, Director of Finance

DATE: June 26, 2025

SUBJECT: **2025/26 OUT OF STATE TRAVEL REQUESTS & BUDGET ESTIMATES**

Department	Organization	Destination	Attendee	Price
City Council	International Council of Shopping Centers (ISCS)	Las Vegas, NV	Councilmembers (up to 2)	\$5,000
City Manager	Virginia Institute of Government (LEAD)	Richmond, VA	Management (up to 5)	\$50,000
	International City Managers Association (ICMA)	Tampa/Hillsborough County, FL	City Manager Assistant City Manager	\$7,000
	International Council of Shopping Centers (ICSC)	Las Vegas, NV	City Manager Assistant City Manager	\$5,000
Library Services	American Library Association	Chicago, IL	Director, Librarian (2)	\$5,000
	Public Library Association	Minneapolis, MN	Director, Librarian (2)	\$5,000
	CORE Forum	Denver, CO	Assistant Director (1)	\$2,500
	Digital Content Conference	Cleveland, OH	Librarian (1)	\$2,500
Development Services	International City/County Management Association (ICMA) or American Planning Association (APA)	Tampa, FL or Detroit, MI	Director of Development Services	\$3,500
	International City/County Management Association (ICMA) or American Planning Association (APA)	Tampa, FL or Detroit, MI	Deputy Director of Development Services	\$3,500
	International Council of Shopping Centers (ICSC)	Las Vegas, NV	Director of Development Services	\$2,500
	International Code Council (ICC) Cert Training w/Construction Exam Center	Henderson, NV	Chief Building Official	\$2,000
Economic Development	International City/County Management Association (ICMA)	Tampa, FL	Director of Economic Development	\$3,500
	International Economic Development Council	Detroit, MI	Director of Economic Development	\$3,500
	International City/County Management Association (ICMA) or International Economic Development Council	Tampa, FL or Detroit, MI	Deputy Director of Economic Development	\$3,500
	International Council of Shopping Centers (ICSC)	Las Vegas, NV	Director of Economic Development Deputy Director of Economic Development	\$5,000
	Waste Expo or RCon	Las Vegas, NV or Columbus, OH	Management Analyst	\$2,500

	Collaboration of Design and Art (CODA) Summit or Americans for the Arts (AFTACON)	Washington DC or TBD	Management Analyst or Deputy Director of Economic Development	\$2,500
	ESTO (Educational Seminar for Tourism Organizations)	Phoenix, AZ	Public Affairs Manager	\$2,500
	James Beard Dinner – Palm Desert Food & Wine	New York, NY	Public Affairs Manager	\$2,000
	Palm Desert Marketing Workshop with Creative Agency	Austin, TX	Public Affairs Manager	\$0
Finance	Government Finance Officers Association	Chicago, IL	Director of Finance or Deputy Director	\$5,000
	International City Managers Association	Tampa, FL	Director of Finance or Deputy Director	\$2,500
	Laserfiche National Conference	Las Vegas, NV	Cyber Security Officer IT System Administrators (2)	\$ 3,600
	Informa – Black Hat USA Cyber Security Conference	Las Vegas, NV	Cyber Security Officer	\$5,000
Capital Projects	American Public Works Assoc. - PWX Conference	Chicago, IL	Project Managers (2)	\$8,000
Public Works	American Public Works Assoc. - PWX Conference	Chicago, IL	Director of PW, Sr. PM, Project Manager, Landscape Inspector	\$16,000
	OpenGov Transform Conference	Rosemont, IL	Management Analyst	\$3,500
	Concrete World	Las Vegas, CA	(3) Maintenance Worker I/II/III	\$10,000
	International City Managers Association (ICMA)	Tampa, FL	Director of Public Works	\$3,500
	Certified Playground Safety Inspector (CPSI)	Schertz, TX	Landscape Inspector	\$4,000



PALM DESERT

FY 2025-26 FINANCIAL PLAN AND FIVE-YEAR CAPITAL IMPROVEMENT PLAN

JUNE 26, 2025

VERONICA CHAVEZ

DIRECTOR OF FINANCE





CITY COUNCIL GOALS

ANNUALLY IN FEBRUARY, THE CITY COUNCIL DEVELOPS GOALS FOR THE YEAR.

2025 GOALS AND PRIORITIES INCLUDE:

- CSUSB, INNOVATION & ENTREPRENEURSHIP
- NORTH PALM DESERT DEVELOPMENT
- MALL REDEVELOPMENT
- DEVELOPMENT CODE/FIRE PREVENTION UPDATE
- CRIME PREVENTION TECHNOLOGY
- CITY MEDIANS AND RIGHT-OF-WAY ASSESSMENT



FY 2025-26 FINANCIAL PLAN

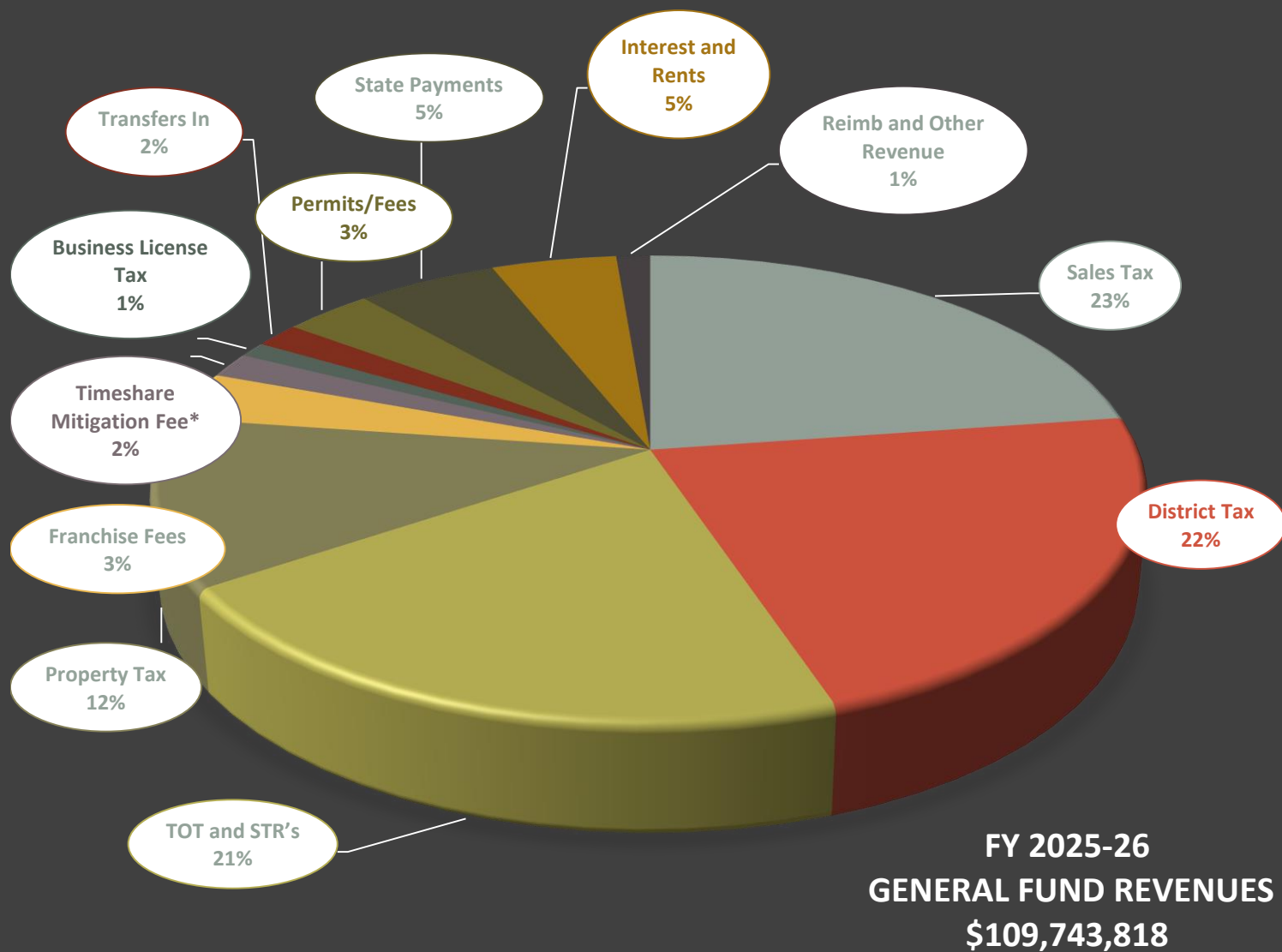
CITY STAFF HAS DEVELOPED A
BALANCED BUDGET USING THE
CITY COUNCIL GOALS AND
PRIORITIES AS A GUIDE

GENERAL FUND OVERVIEW

Fiscal Year (FY) 2025-26 General Fund Budget

Revenue	Expenditures	Surplus
\$109,743,818	\$109,424,005	\$319,813

- **CIP (Year 1):** \$67.11 million
- **Public Safety Budget:** \$64.16 million
- **No use of reserves for operations**

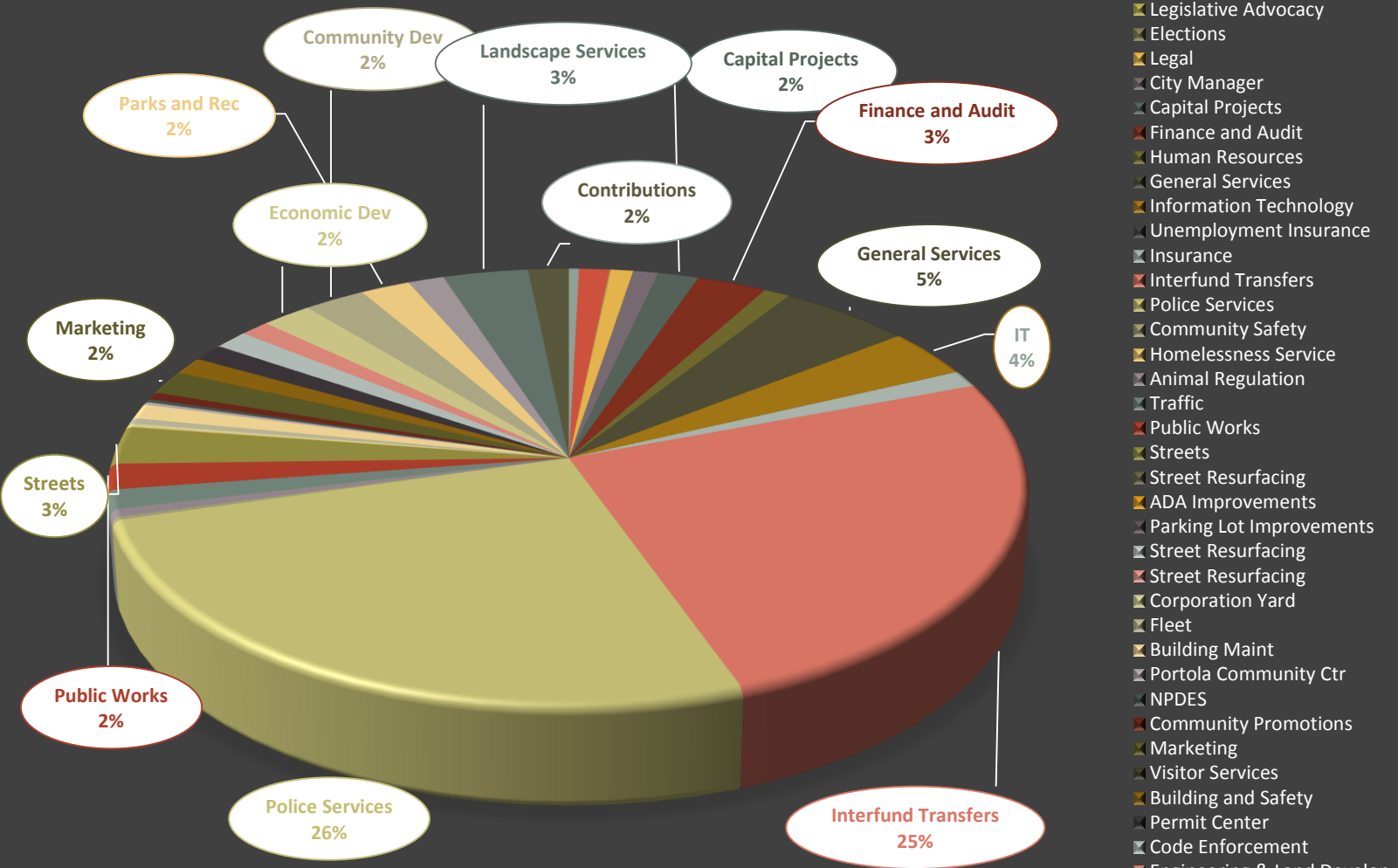


GENERAL FUND REVENUE

UP 31.9% FROM PRIOR
YEAR, DRIVEN BY
MEASURE G SALES TAX
AND PROPERTY TAX .

GENERAL FUND EXPENDITURES

Up 31.8% over prior year, primarily due to public safety costs, personnel services, and Measure G implementation.



FY 2025-26 GENERAL FUND APPROPRIATIONS
\$109,424,005

MEASURE G IMPLEMENTATION

FY 2025-26 is the first full year of Measure G sales tax revenues.

Projected Funds have been allocated per the Five-Year Spending Plan.

Supports public safety, infrastructure, and service enhancements.

1

PUBLIC SAFETY

Funds allocated for new police officers, fire station upgrades, and fire service ops

2

NEW LIBRARY

Build new library at Civic Center Campus

3

NORTH PD INFRASTRUCTURE

Storm drains, basins, energy, and roads

4

NORTH PD PARKS

Community and Regional Park

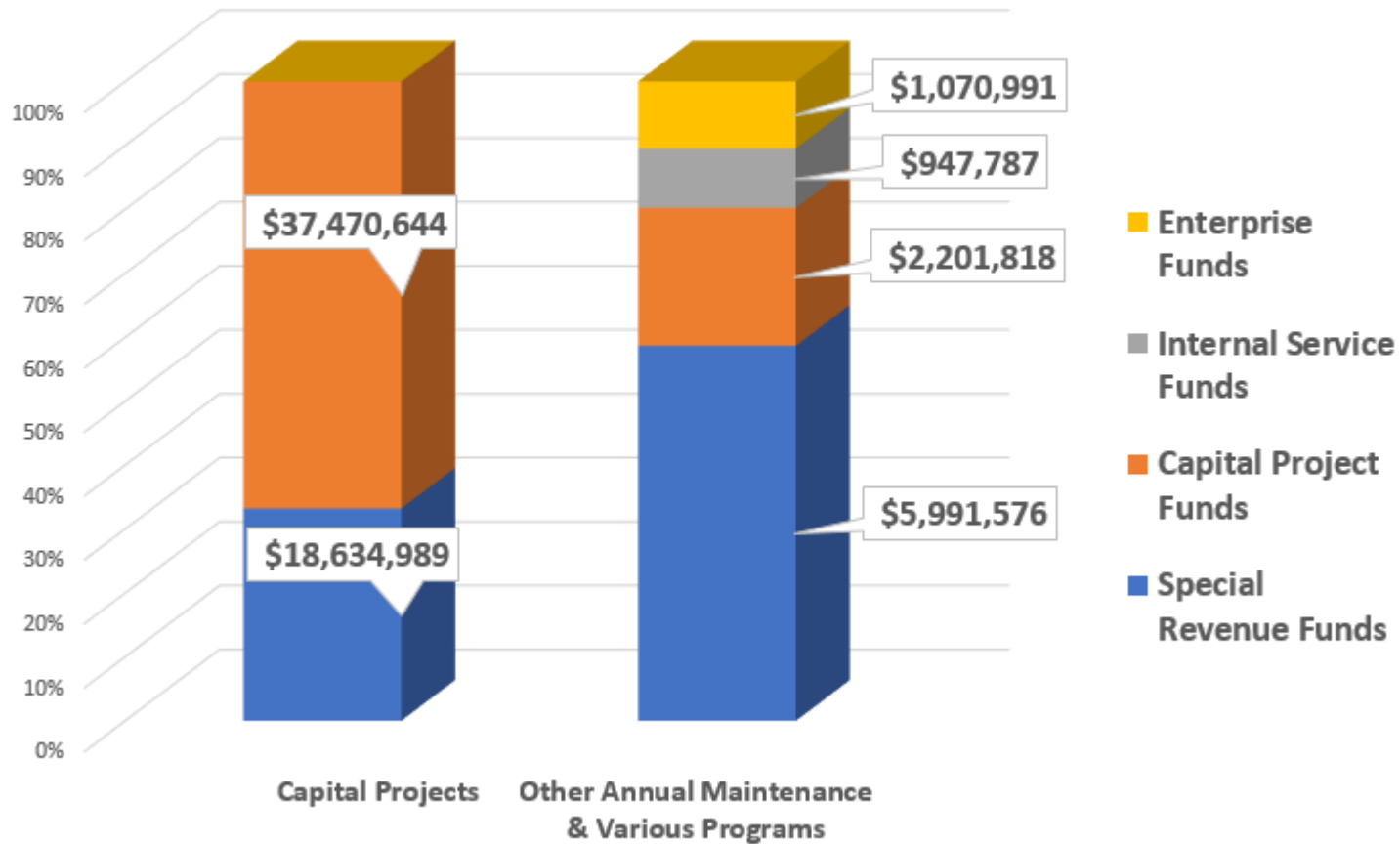
5

PUBLIC WORKS

Increased staffing to meet needs in growing North area of PD

CAPITAL IMPROVEMENT PLAN

FY 2025-26 - Capital Projects vs Other Annual Maintenance Summary



- The proposed FY 2025-26 CIP totals \$67.11 million
- Key Infrastructure included like Fire Station 102 Construction, Fire Stations 33/71 Renovation/Rehabilitation, Palm Desert Library Construction, and Public Facility Upgrades
- **Funding Sources Include:** General Fund, Measure G, Measure A, and other restricted funds
- Aligns with 2025 City Council Goals and Priorities

*General Plan consistency
confirmed by Planning
Commission 5.20.25*

PUBLIC SAFETY COSTS

Public Safety	Total Request	Distribution	
		General Fund	Special Funds
Police Service	28,713,628	28,373,878	339,750
Community Safety and County EMS	220,084	220,084	
Homelessness Services*	445,000		445,000
Fire Services**	34,783,794	10,425,000	24,358,794
Total Public Safety	\$ 64,162,506	\$ 39,018,962	\$ 25,143,544

* Paid by PLHA grant and opioid settlement funds

**Paid by Fire and General Fund (includes Capital Costs)

- **Total Cost:** \$64.16 million
- **General Fund Share:** 36% of General Fund budget
- **Fire Station 102 Completion:** May 2026

OTHER GOVERNMENTAL FUNDS

Total Budget: \$144.2 million
across all Other Funds

Transportation

Parks & Drainage

Housing Mitigation

Public Art & Childcare Facilities

Enterprise Funds (e.g., Desert Willow, Parkview Office)

Internal Service, Debt Service, and Assessment Districts

Housing Authority

Monies collected and expended from these funds are generally set aside for the purpose identified by the fund or are restricted to specific uses.

APPROPRIATIONS LIMIT



State Imposed Spending Cap



FY 2025-26 Calculated Limit: \$194,068,627



Budgeted Appropriations: \$109.4 million - well within the legal limit

STAFF ALLOCATION RESOLUTION AND OUT OF STATE TRAVEL MEMO

The Staffing Resolution Identifies the following:

Classification groups

All allocated positions

FY 2025-26 Salary Schedule

All out of state travel must be approved by Council in a public meeting

The Out of State Travel Memo notes all intended travel for FY 2025-26



FY 2025-26 BUDGET SUMMARY

THE FY 2025-26 FINANCIAL PLAN, AS PRESENTED, RESULTS IN A REVENUE SURPLUS, DOES NOT REQUIRE THE USE OF RESERVES FOR OPERATIONS, AND ALIGNS WITH THE 2025 CITY COUNCIL GOALS. BELOW ARE HIGHLIGHTS:

- **PROJECTED SURPLUS AS PROPOSED: \$319,813**
- **ESTIMATED YEAR END FUND BALANCE - \$99.4 MILLION, WITH A REQUIRED RESERVE OF \$76 MILLION FOR FY 2025-26**
- **MEASURE G IS FULLY ALLOCATED PER PLAN AND TO BE REVIEWED BY THE FINANCE COMMITTEE**
- **ALIGNS WITH THE 2025 CITY COUNCIL GOALS AND PRIORITIES**



RECOMMENDATION

STAFF RECOMMENDS OPENING THE
PUBLIC HEARING

APPROVAL OF THE RESOLUTIONS
ADOPTING THE FY 2025-26 FINANCIAL
PLAN AND FIVE-YEAR CIP PLAN,
ESTABLISHING THE APPROPRIATIONS
LIMIT, ADOPTING THE HOUSING
AUTHORITY BUDGET, AND ADOPTING
AUTHORIZED CLASSIFICATIONS,
POSITIONS AND SALARY SCHEDULE.

APPROVAL OF FY 2025-26 OUT OF
STATE TRAVEL MEMO

STAFF WILL RETURN AFTER SUMMER
BREAK WITH A STUDY SESSION ITEM
TO DIVE INTO THE 10-YEAR CASH
FLOW PROJECTIONS, IMPACTS TO
RESERVE BALANCE, AND POTENTIAL
POLICY OPTIONS FOR CONSIDERATION.



QUESTIONS?

Thank you!

VERONICA CHAVEZ

VCHAVEZ@PALMDESERT.GOV

760.346.0611 X. 344

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst
Chris Gerry, Senior Project Manager

SUBJECT: RESOLUTION TO APPROVE THE ENGINEER'S REPORT, ORDER THE
LEVY AND COLLECTION OF ASSESSMENTS IN THE CITY OF PALM
DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR
2025-26

RECOMMENDATION:

Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF PALM DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-26, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982."

BACKGROUND/ANALYSIS:

Benefit Assessment District (BAD) No. 1 was established by City Council in 2007 under the Benefit Assessment Act of 1982 to provide ongoing funding for the maintenance and potential expansion of the regional stormwater drainage system in Section 29. The system includes a retention basin and related infrastructure designed to manage runoff and reduce flood risk for developed parcels. Assessments were first levied in (FY) Fiscal Year 2007-08 and are shared among benefiting properties based on proportional benefit.

Each property in the BAD is charged an annual assessment based on its proportional benefit using a method called Equivalent Benefit Units (EBUs). EBUs take into account factors such as parcel size, land use, and development status. For instance, a larger commercial lot that generates more runoff will be assigned more EBUs than a smaller residential parcel. This approach ensures that each property pays its fair share based on the level of benefit it receives from the drainage improvements.

The assessment calculations and methodology were prepared by Willdan Financial Services, the City's independent assessment engineer. Willdan also authored the attached 2025/26 Engineer's Report, which provides the technical basis for the proposed levy. The report includes parcel-level calculations, district boundaries, the formula used to assign EBUs, and a summary of current and long-term funding needs, including reserve and capital improvement components.

The full levy amount of \$625 per EBU is proposed for FY 2025/26. This rate is within the maximum allowed and is needed to support continued maintenance, administration, and capital reserves for the system. The BAD boundaries and affected parcels are detailed in the Engineer's Report (page 12).

City Council approval is required via resolution to authorize the annual assessment levy for FY 2025-26, as outlined in the Engineer's Report. Adoption of the resolution enables the City to submit the assessment roll to the County for inclusion on property tax bills and provides necessary funding for the continued operation and maintenance of the Section 29 drainage system.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The assessment and collection of the full levy amount covers the ongoing maintenance of the Section 29 retention basin, a potential expansion, and associated administrative costs. Projected revenue and estimated expenditures for the BAD have been included in the FY 2025-26 Proposed Annual Budget under Fund. - 289 Section 29 BAD.

ATTACHMENTS:

1. Resolution – Order the Levy and Engineer's Report Approval
2. FY 2025-26 Engineer's Report

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF PALM DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982

WHEREAS, the City Council has, by previous resolutions, declared its intention to levy assessments for City of Palm Desert Benefit Assessment District No. 1 (hereafter referred to as the "District"); and

WHEREAS, the engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the "2025/2026 Engineer's Report" (hereafter referred to as the "Report"). This *Report* describes the assessments against the parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, that pay for the maintenance, operation, and servicing of improvements and facilities related thereto; and

WHEREAS, the City Council has carefully examined and reviewed the *Report*, as presented, and is satisfied with the items and documents, as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits that will be received from the improvements, operation, maintenance, and services to be performed, as set forth in the *Report* in compliance with article XIII D of the California Constitution; and

WHEREAS, the City Council wishes to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, in order to pay for the costs and expenses of operating, maintaining, and servicing the improvements and appurtenant facilities located within the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Fair Public Hearing. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, and the *Report* prepared in connection therewith and has considered any oral and written statements, protests, and communications that interested persons have made or filed regarding these matters.

SECTION 3. Property Owner Approval. The City Council finds that the record owners of property within the District previously approved the continued levy and

collection of assessments through property owner balloting proceedings and that the proposed assessment for fiscal year 2025/2026 is consistent with the assessments so approved.

SECTION 4. City Council Findings. Based upon the *Report*, which is hereby approved and ordered to be filed in the Office of the City Clerk as a permanent record that will be open to public inspection, the City Council hereby finds and determines that:

- A. The land and eligible parcels within District boundaries will receive a particular and distinct benefit over and above general benefits that are conferred on real property that is located in the District or to the public at large from the operation, maintenance, and servicing of the improvements and appurtenant facilities that are identified in the *Report* (hereafter referred to as “Special Benefit”); and
- B. The District includes the lands and parcels that receive a Special Benefit; and
- C. The net amount to be assessed upon the lands within the District is in accordance with and apportioned by a formula and by a method that distributes the net amount fairly among eligible parcels, in proportion to the Special Benefit that each parcel will receive from the improvements and services for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

SECTION 5. Constitutional Compliance. The *Report* and the assessment, as presented to the City Council and as on file with the Office of the City Clerk, comply with the applicable provisions of California State Constitution article XIII D and are hereby confirmed as filed.

SECTION 6. Improvements Ordered. The maintenance, operation, and servicing of the improvements will be performed, pursuant to the provisions of the Benefit Assessment Act of 1982, title 5, division 2, part 1, chapter 6.4 of the California Government Code, commencing with section 54703 (hereafter referred to as the “Act”). The City Council hereby orders the proposed improvements to be made. These improvements are briefly described as the operation, maintenance, servicing, and administration of the improvements and incidental expenses related thereto for the District, which is located within the boundaries of the City of Palm Desert and within the jurisdiction of the City Council. A more detailed description of the improvements is contained within the *Report*, but the improvements and facilities can be classified within the following general category:

- A. Installation, construction, or maintenance of any authorized improvements under the Act, including, but not limited to, drainage improvements and any facilities that are appurtenant to any of the aforementioned, or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 7. County Collection of Levy. The County Auditor/Controller of Riverside County (hereafter the “County”) will enter on the County Assessment Roll, opposite each

eligible parcel of land, the amount of levy. The levy will be collected at the same time and in the same manner as County taxes are collected. After the County collects the levy, the net amount of the levy will be paid to the Treasurer of the City of Palm Desert.

SECTION 8. Restricted Use of Assessments. The City Treasurer will deposit all money representing assessments that the County has collected for the District, into a District fund. This money will be expended only for the maintenance, operation, and servicing of improvements as described in section 6.

SECTION 9. Adoption of District Levy. The adoption of this resolution constitutes the District levy for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

SECTION 10. Direction to City Clerk. The City Clerk, or his or her designee, is hereby authorized and directed to file the levy with the county auditor upon the adoption of this resolution.

SECTION 11. Public Inspection. A copy of the levy will be filed in the Office of the City Clerk and will be open to public inspection.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK



PALM DESERT
CALIFORNIA

City of Palm Desert

Benefit Assessment District No. 1

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 8, 2025
Public Hearing: June 26, 2025



27368 Via Industria
Suite 200
Temecula, California 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com

ENGINEER'S REPORT AFFIDAVIT

Benefit Assessment District No.1

The District includes parcels of land within the subdivisions know as

**Parcel Map No. 24255 (Monterey 170)/
Assessment District 2004-02 (Section 29)**


City of Palm Desert,

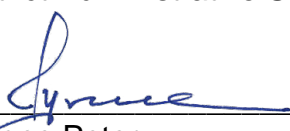
County of Riverside, State of California

This Report and the enclosed budget, assessments, descriptions and diagrams describe the Benefit Assessment District No.1, and include each lot, parcel, and subdivision of land within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Palm Desert

By: 
Daniel Louie, Senior Project Manager
District Administrative Services

By: 
Tyrone Peter
P.E. # C 81888

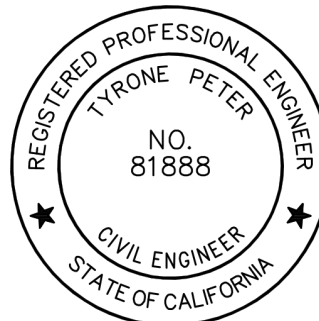


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INTRODUCTION

Pursuant to the provisions of the Benefit Assessment Act of 1982, being Chapter 6.4 of the California Government Code, commencing with Section 54703 (hereafter referred to as the “1982 Act”), and in compliance with the substantive and procedural requirements of the California State Constitution Article XIID (hereafter referred to as the “California Constitution”), the City Council of the City of Palm Desert, County of Riverside, State of California (hereafter referred to as “City”), proposes to levy special benefit assessments for the district designated as:

City of Palm Desert Benefit Assessment District No. 1

Benefit Assessment District No. 1 (hereafter referred to as “District”), which includes lots and parcels of land within the subdivisions known as Monterey 170 and subdivision known as Section 29, within the City limits of Palm Desert. The areas included in the District are also known as Parcel Map No. 24255 (Monterey 170) / Assessment District 2004-02 (Section 29).

The Engineer’s Annual Levy Report (hereafter referred to as the “Report”) describes the District, the services, and the proposed assessments to be levied against properties in connection with the special benefits that the properties will receive from the maintenance and servicing of the District improvements and facilities for Fiscal Year 2025/2026. The District and the assessments described herein will provide a funding source (annual assessments) for the continued operation, maintenance and servicing of the drainage basin, including expansions thereto.

The services and assessments described in this Report are based on the current and planned development of properties within the District and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to operate, maintain and service the drainage basin that provides special benefits to properties within the District. The structure of the District (organization), the proposed services, the method of apportionment, and assessments described herein are based on the current and proposed development within the District; and by reference, the plans and specifications for the drainage basin and expansion thereto are made part of this Report. The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Riverside County Assessor’s Office. The Riverside County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

As part of this District, the City of Palm Desert conducted a Property Owner Protest Ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the *California Constitution, Article XIID Section 4*. In conjunction with this ballot proceeding, the City Council conducted a noticed public hearing to consider public testimonies, comments and written protests regarding the formation of the District and levy of

assessments. At the public hearing, property owner protest ballots received were tabulated and a majority protest did not exist for the proposed assessments and the assessment range formula presented and described herein. The City Council approved the Report, ordered the formation of the District, and approved the levy and collection of assessments.

Each subsequent fiscal year, a Report is prepared and presented to the City Council describing any changes to the proposed services, the annual budget and assessments for that fiscal year, and the City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the proposed levy of assessments. If the proposed assessments for the District exceed the maximum assessment described herein (as approved by the property owners), the new or increased assessment must be confirmed through another property owner protest ballot proceeding before such an assessment may be imposed. It should be noted that an increased assessment of an individual property resulting from changes in development or land use does not constitute an increased assessment.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the proposed improvements associated with the District.

Part II

The Method of Apportionment: A discussion of benefits the services provided to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the Maximum Assessment Rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

Part III

The District Budget: An estimate of the annual costs to operate, maintain and service the drainage basin improvements and facilities installed and constructed to support current and proposed development within the District. This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to administration expenses and the collection of appropriate fund balances. The special benefit assessments are based on the overall operation, maintenance and servicing costs minus any costs that are considered general benefit or not assessed as special benefit. The proposed assessments for the Fiscal Year 2025/2026, shall be based on the estimated net annual cost of operating, maintaining and servicing the District improvements for that fiscal year. The Maximum Assessments Rate (Rates per

Equivalent Benefit Unit) identified in the budget of this Report shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

Part IV

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the services. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount to be applied to each parcel within the District for the Fiscal Year 2025/2026. The proposed assessment amount for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the Maximum Assessment Rates.

PART I — PLANS AND SPECIFICATIONS

A. Benefiting Properties within the District

The territory within the District consists of all lots, parcels and subdivisions of land within the subdivision known as Monterey 170 and the proposed subdivision known as Section 29, which encompasses an area of land totaling approximately four hundred sixty acres (460 acres). The subdivisions are generally located:

North of Gerald Ford;
Southwest of Interstate 10;
West of Portola Avenue; and,
East of Monterey Avenue.

B. Funding authorized by the 1982 Act

As generally defined by the 1982 Act and applicable to this District, the City may impose a benefit assessment to finance the maintenance, operation and servicing costs associated with the drainage basin described below.

C. Description of Services

The purpose of this District is to fund the activities necessary to operate, maintain and service the drainage basin constructed in a portion of Section 29, Township 4 South, Range 6 East SBM and to be enlarged in connection with current and new development of properties. The maintenance, operation and servicing of these improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep the drainage basin in satisfactory condition. The maintenance of the improvements and related activities shall be funded entirely through the District assessments. The District services are generally described as:

- Drainage basin maintenance that may include but is not limited to inspection, repair, removal and replacement, and servicing of drainage basins, inlets, catch basins, manholes, outlets, drywells, pumps, filters and storm drain pipes installed in connection with the development of benefiting properties as well as any off-site improvements and facilities directly associated with the aforementioned infrastructure that is deemed necessary to service or protect the properties;
- All appurtenant, equipment, materials and service contracts related to the operation, maintenance and servicing of the aforementioned improvements and facilities;
- Detailed maps and descriptions of the location and extent of the specific improvements to be maintained by the District are on file in the Office of Public Works and by reference are made part of this Report. The annual cost to provide the services determined to be of special benefit shall be allocated to each property in proportion to the special benefits received from those various services.

Drainage Basin Maintenance

The drainage basin maintenance may include but is not limited to: grading of access perimeter roads, repair of erosion of slopes to access roads, debris clearance, anchor mat repairs, dust control through the application of soil stabilization agents, weed abatement, mosquito and vector control, storm drain inlets and outlets, pumps, filters and pipes. The annual assessments for this District are intended to support the drainage basin and the maintenance program that will adequately regulate and control storm water runoff resulting from current and proposed development within the District. This maintenance program may include but is not limited to: inspection and documentation of the system; cleaning, servicing or repair of the facilities and equipment; and the partial removal, replacement or rehabilitation of equipment and facilities. The drainage basin will cover an area of approximately 4 acres. The Public Works Department shall authorize and schedule all operational activities and maintenance of the drainage basin.

A portion of the services described above might not be performed on an annual basis but due to an extraordinary event, such as replacement of the anchor mats and other major facility repairs, the funds necessary for these activities are collected as part of the annual assessments. The monies collected each year for these extraordinary services shall be accumulated in a special fund of the District (Reserve/Capital Improvement Fund). The monies accumulated for these activities shall be spent as needed to perform the services deemed necessary by the City. This process of providing a reserve/capital improvement shall continue until such time the District is dissolved; or the City determines that such funding procedures require modification. Changes in the process of providing a reserve/capital improvement that would result in an increase in the annual assessment rate must be presented to the property owners for approval prior to imposing such an increase.

In March 2022, the City initiated an evaluation of the Section 29 Retention Basin. Following an assessment of the basin's capacity, which stands at 45.4 acre-feet, an additional 16.3 acre-feet of retention volume was deemed necessary to mitigate overflow risks and accommodate the storage requirements for a 100-year storm event. The City has since designed for its improvement and expansion, and in December 2023, awarded a construction contract of approximately \$4.63 million. The project was completed in August 2024. The City will continue to analyze the maintenance costs of these improvements and incorporate them in future assessments.

PART II — METHOD OF APPORTIONMENT

A. General

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, operation and servicing of drainage and flood control improvements as well as streets, roads, and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service.”

Furthermore:

“The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service, except that the legislative body may, by resolution, determine that the estimated cost of work authorized ... is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments.... The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.”

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and in compliance with the provisions of the 1982 Act and the California Constitution. The formulas used for calculating assessments reflect the composition of parcels within the District and the improvements and services provided, to fairly apportion the costs based on the special benefits to each parcel.

B. Benefit Analysis

Each of the proposed services, and the associated costs and assessments have been carefully reviewed, identified, and allocated based on special benefit pursuant to the provisions of the 1982 Act and the California Constitution. The drainage basin improvements associated with this District are necessary and essential requirements for existing development, and the orderly development of future properties within the District to their full potential, consistent with the conditions for development of the properties, protection of downstream properties which would be negatively affected by increased storm runoff from the developed properties without the basin, and the applicable portions of the City General Plan. As such, the ongoing operation, servicing, and maintenance of those improvements would otherwise be the direct financial obligation of each individual property owner. Since the existing parcels and proposed new development to be assessed are directly served by the drainage basin, each parcel has a direct investment in the proper maintenance of the various improvements that is over and above any general benefits that may be conferred by such improvements and services.

The construction and installation of these improvements are only necessary for the properties within the District. As such, these improvements were not required nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been determined that the ongoing maintenance, servicing and operation of the District improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

C. Assessment Methodology

All costs associated with the services shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the California Constitution Article XIIID Section 4, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the services that benefit the parcels within the District as well as the gross acreage of each property as compared to other parcels that benefit from those services.

The method of apportionment established for this District and described herein, reflects

the proportional special benefit each property receives from the services based on the gross acreage of that parcel as compared to the total gross acreage of all properties within the District except those that retain runoff on-site and do not receive any special benefit from those services.

Equivalent Benefit Units

In order to assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The method of apportionment established for this district, formed under the 1982 Benefit Act, will utilize a weighted method of apportionment known as an Equivalent Benefit Unit (EBU) methodology. This proportional weighting may be based on several factors that may include but are not limited to: the type of development (land use), development-status (developed versus undeveloped), size of the property, location of the property, development plans or restrictions, vehicular trip generation, street frontage, densities or other property related factors. Generally, for most districts the calculation of each parcel's proportional special benefit can be reasonably determined by applying one or more of these factors.

Since the drainage basin will be constructed to retain runoff from the properties within the District and the cost of maintenance is directly related to the size of the basin, each parcel's proportional special benefit has been based on the parcel's gross acreage as compared to the total gross acreage of all other parcels within the District except those that retain runoff on-site and do not receive any special benefit from those services. Generally, storm water runoff occurs from the entire parcel before and after development. Thus, the gross size of a parcel prior to development provides a relative comparison to the amount of runoff the parcel will contribute to the drainage basin and thus the cost of maintenance. Therefore, it has been determined that for this District, each parcel's proportional benefit (Equivalent Benefit Units) shall be equal to the parcel's gross acreage before development (rounded to two decimal places).

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County) which are otherwise included in the gross acreage of the parcel prior to development.
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties that are part of the District improvements or may provide other benefits to private properties within the District.
- Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels or bifurcated lots or properties with very restrictive development use but are included in the gross acreage prior to development.

- Parcels owned by the school district, Coachella Valley Water District and private developers that will not be assessed as part of this benefit assessment district, since the runoff generated by these properties shall be captured and retained onsite through the construction and grading of the sites.

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment but shall be reviewed annually by the assessment engineer to confirm the parcels' current development status. Government owned properties or public properties are not necessarily exempt properties and shall be subject to special benefit assessment unless they qualify for an exempt status. The following formula is used to calculate each parcel's EBU (proportional benefit).

Total Budget / Total EBU (Gross Acres) = Assessment Rate per EBU

(Parcel's Acreage / Total Net Acreage) x Total EBU = Parcel's EBU

Assessment Rate per EBU x Parcel's EBU = Parcel Levy Amount

For all subsequent parcel subdivisions that result in a final map of buildable residential lots, the number of EBUs assigned to such lots shall be calculated by taking the EBU initially calculated for the original Parcel (identified at the time of this Report) and apportioning the original assigned EBUs equally to the new buildable residential lot(s) or by equivalent gross acreage for non-residential lots created by a subdivision map. The corresponding assessment shall be levied against the applicable corresponding Assessor's Parcel Number(s).

D. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

If the proposed annual assessment (levy per EBU) for the upcoming fiscal year is less than or equal to the adjusted Maximum Assessment Rate, then the proposed annual assessment is not considered an increased assessment.

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, the notice and assessment ballots presented to the

property owners for approval, included a maximum assessment amount for Fiscal Year 2007/2008 (initial maximum assessment), identification of the corresponding Maximum Assessment Rate and a summary of the Assessment Range Formula described herein.

The Assessment Range Formula for this District shall be applied to all future assessments and is generally defined:

The Maximum Assessment Rate is equal to the (Initial) Maximum Assessment Rate established for Fiscal Year 2007/2008 adjusted annually by the greater of three percent (3%) or the annual percentage change in the Consumer Price Index (CPI) of "All Urban Consumers" for the Los Angeles-Long Beach-Anaheim Area for March. Starting fiscal year 2019/2020 the Maximum Assessment Rate will be adjusted annually by the greater of three percent (3%) or the annual percentage change in the Consumer Price Index (CPI) of "All Urban Consumers" for the Riverside-San Bernardino-Ontario Area.

Beginning in the second fiscal year (Fiscal Year 2008/2009) and each fiscal year thereafter, the Maximum Assessment Rate will be recalculated, and a new Maximum Assessment Rate established for the fiscal year utilizing the Assessment Range Formula described above. The adjusted Maximum Assessment Rate shall be calculated independent of the District's annual budget and proposed assessment. The annual percentage change in CPI shall be based on available data provided by the U.S. Department of Labor; Bureau of Labor Statistics at the time the annual Report is prepared. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

Any proposed annual assessment (rate per EBU) less than or equal to the calculated (adjusted) Maximum Assessment Rate is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

To impose a new or increased assessment other than the annual inflationary adjustment provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution Article XIID Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve a proposed new or increased assessment before such an assessment may be imposed.

PART III — DISTRICT BUDGET

Direct Costs		Total
Section 29 Storm Drain and Basin Maintenance	\$	<u>100,000.00</u>
	\$	100,000.00
 Administration		
City Administration Overhead	\$	18,142.00
Professional fees for Administration		3,179.51
County Administration Fee		<u>460.69</u>
	\$	21,782.20
 RESERVE FUND /CIP FUND	\$	161,752.76
 BALANCE TO LEVY ⁽¹⁾	\$	283,534.96
 Parcels Levied		785
Total EBU's (Gross Acres)		453.66
 FY 2025/2026 MAXIMUM LEVY PER EBU	\$	756.64
FY 2025/2026 LEVY PER EBU	\$	625.00
 FY 2024/2025 MAXIMUM LEVY PER EBU	\$	734.60
FY 2024/2025 LEVY PER EBU	\$	574.02
 Estimated Beginning Reserve Balance - June 30, 2025	\$	125,000.00
Reserve Fund Adjustments		<u>0.00</u>
Estimated Ending Reserve Balance - June 30, 2026	\$	125,000.00
 Beginning CIP Fund Balance - June 30, 2025	\$	681,439.70
CIP Fund Adjustments		<u>161,752.76</u>
Estimated CIP Balance - June 30, 2026	\$	843,192.46

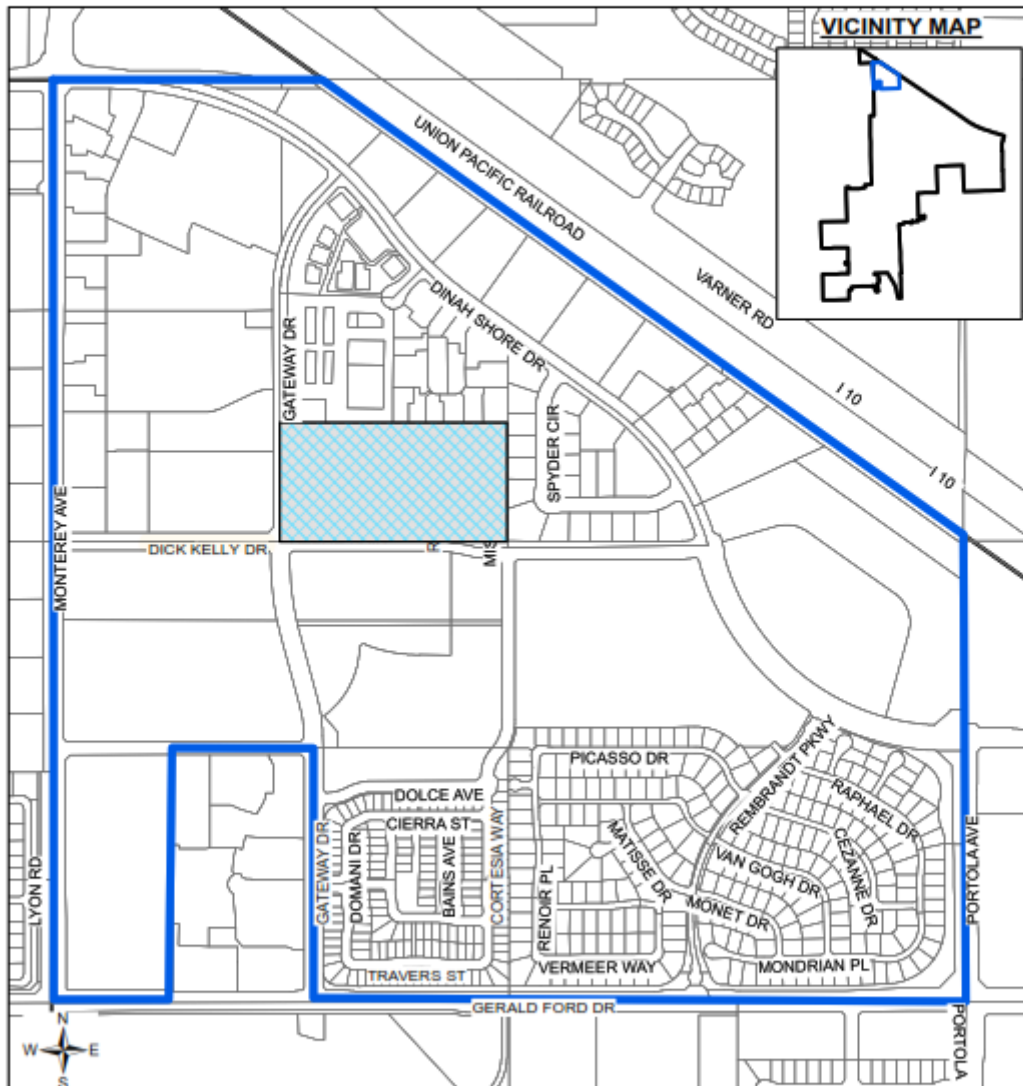
⁽¹⁾ Slight variance from Charge total sum on Assessment Roll due to rounding.

PART IV — DISTRICT DIAGRAMS




The parcels within Benefit Assessment District No. 1, Parcel Map No. 24255 (Monterey 170) / Assessment District 2004-02 (Section 29) consist of lots, parcels and subdivisions of land located in the planned residential and commercial development known as Section 29 and Monterey 170. The District covers approximately four hundred sixty acres (460 acres) in the City of Palm Desert.

The following District Diagram is based on the Riverside County Assessor's Maps and the Riverside County Assessor's information and identifies all the parcels of land within the proposed District, as the same existed at the time this Report was prepared. The combination of this map and the Assessment Roll contained in this Report constitutes the District Assessment Diagram.

BOUNDARIES OF THE CITY OF PALM DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 (MONTEREY 170 / SECTION 29)



Legend

-  District Boundary
-  City of Palm Desert
-  NOT A PART

PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is based on the Assessment Diagram presented herein and is based on available parcel maps and property data from the Riverside County Assessor's Office at the time the Engineer's Report was prepared. A listing of the proposed lots and parcels to be assessed within this District along with the assessment amounts is provided herein.

Non-assessable lots or parcels may include, but are not limited to, public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas, right-of-ways, common areas; bifurcated lots, and any other property that cannot be developed or has little or no value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate described in this Report as approved by the City Council. Therefore, if a single parcel is subdivided to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-060-013	73550 DINAH SHORE DR	COM	3.61	\$2,731.47	\$2,256.24
694-060-014	73600 DINAH SHORE DR	COM	11.42	8,640.83	7,137.50
694-060-017	73760 DINAH SHORE DR	COM	1.04	786.91	650.00
694-060-026	73750 DINAH SHORE DR	COM	3.43	2,595.28	2,143.74
694-060-031	73650 DINAH SHORE DR	COM	1.87	1,414.92	1,168.74
694-060-037	73450 DINAH SHORE	COM	6.58	4,978.69	4,112.50
694-061-001	73700 DINAH SHORE DR ##101	COM	0.17	131.88	108.92
694-061-002	73700 DINAH SHORE DR ##102	COM	0.17	131.88	108.92
694-061-003	73700 DINAH SHORE DR ##103	COM	0.17	131.88	108.92
694-061-004	73700 DINAH SHORE DR ##104	COM	0.17	131.88	108.92
694-061-005	73700 DINAH SHORE DR ##105	COM	0.17	131.88	108.92
694-061-006	73700 DINAH SHORE DR ##106	COM	0.17	131.88	108.92
694-061-007	73700 DINAH SHORE DR ##107	COM	0.17	131.88	108.92
694-061-008	73700 DINAH SHORE DR ##201	COM	0.17	131.88	108.92
694-061-009	73700 DINAH SHORE DR ##202	COM	0.17	131.88	108.92
694-061-010	73700 DINAH SHORE DR ##203	COM	0.17	131.88	108.92
694-061-011	73700 DINAH SHORE DR ##204	COM	0.17	131.88	108.92
694-061-012	73700 DINAH SHORE DR ##205	COM	0.17	131.88	108.92
694-061-013	73700 DINAH SHORE DR ##206	COM	0.17	131.88	108.92
694-061-014	73700 DINAH SHORE DR ##207	COM	0.17	131.88	108.92
694-061-015	73700 DINAH SHORE DR ##301	COM	0.17	131.88	108.92
694-061-016	73700 DINAH SHORE DR ##302	COM	0.17	131.88	108.92
694-061-017	73700 DINAH SHORE DR ##303	COM	0.17	131.88	108.92
694-061-018	73700 DINAH SHORE DR ##304	COM	0.17	131.88	108.92
694-061-019	73700 DINAH SHORE DR ##305	COM	0.17	131.88	108.92
694-061-020	73700 DINAH SHORE DR ##306	COM	0.17	131.88	108.92
694-061-021	73700 DINAH SHORE DR ##307	COM	0.17	131.88	108.92
694-061-022	73700 DINAH SHORE DR ##401	COM	0.17	131.88	108.92
694-061-023	73700 DINAH SHORE DR ##402	COM	0.17	131.88	108.92
694-061-024	73700 DINAH SHORE DR ##403	COM	0.17	131.88	108.92
694-061-025	73700 DINAH SHORE DR ##404	COM	0.17	131.88	108.92
694-061-026	73700 DINAH SHORE DR ##405	COM	0.17	131.88	108.92
694-061-027	73700 DINAH SHORE DR ##406	COM	0.17	131.88	108.92
694-061-028	73700 DINAH SHORE DR ##407	COM	0.17	131.88	108.92
694-061-030	73660 DINAH SHORE DR ##101	CON	0.06	46.48	38.38
694-061-031	73660 DINAH SHORE DR ##102	CON	0.06	46.48	38.38
694-061-032	73660 DINAH SHORE DR ##103	CON	0.06	46.48	38.38
694-061-033	73660 DINAH SHORE DR ##104	CON	0.06	46.48	38.38
694-061-034	73660 DINAH SHORE DR ##105	CON	0.06	46.48	38.38
694-061-035	73660 DINAH SHORE DR ##106	CON	0.06	46.48	38.38
694-061-036	73660 DINAH SHORE DR ##107	CON	0.06	46.48	38.38
694-061-037	73660 DINAH SHORE DR ##108	CON	0.06	46.48	38.38
694-061-038	73660 DINAH SHORE DR ##109	CON	0.06	46.48	38.38
694-061-039	73660 DINAH SHORE DR ##110	CON	0.06	46.48	38.38
694-061-040	73660 DINAH SHORE DR ##111	CON	0.06	46.48	38.38
694-061-041	73660 DINAH SHORE DR ##112	CON	0.06	46.48	38.38
694-061-042	73660 DINAH SHORE DR ##113	CON	0.06	46.48	38.38
694-061-043	73660 DINAH SHORE DR ##114	CON	0.06	46.48	38.38

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-061-044	73660 DINAH SHORE DR	CON	0.06	46.48	38.38
694-061-045	73660 DINAH SHORE DR ##116	CON	0.06	46.48	38.38
694-061-046	73660 DINAH SHORE DR ##117	CON	0.06	46.48	38.38
694-061-047	73660 DINAH SHORE DR ##218	CON	0.06	46.48	38.38
694-061-048	73660 DINAH SHORE DR ##219	CON	0.06	46.48	38.38
694-061-049	73660 DINAH SHORE DR ##220	CON	0.06	46.48	38.38
694-061-050	73660 DINAH SHORE DR ##221	CON	0.06	46.48	38.38
694-061-051	73660 DINAH SHORE DR ##222	CON	0.06	46.48	38.38
694-061-052	73660 DINAH SHORE DR ##223	CON	0.06	46.48	38.38
694-061-053	73660 DINAH SHORE DR ##224	CON	0.06	46.48	38.38
694-061-054	73660 DINAH SHORE DR ##225	CON	0.06	46.48	38.38
694-061-055	73660 DINAH SHORE DR ##226	CON	0.06	46.48	38.38
694-061-056	73660 DINAH SHORE DR ##227	CON	0.06	46.48	38.38
694-061-057	73660 DINAH SHORE DR ##228	CON	0.06	46.48	38.38
694-061-058	73660 DINAH SHORE DR ##229	CON	0.06	46.48	38.38
694-061-059	73660 DINAH SHORE DR ##230	CON	0.06	46.48	38.38
694-061-060	73660 DINAH SHORE DR ##231	CON	0.06	46.48	38.38
694-061-061	73660 DINAH SHORE DR ##232	CON	0.06	46.48	38.38
694-061-062	73660 DINAH SHORE DR ##233	CON	0.06	46.48	38.38
694-061-063	73660 DINAH SHORE DR ##234	CON	0.06	46.48	38.38
694-061-064	73660 DINAH SHORE DR ##235	CON	0.06	46.48	38.38
694-061-065	73660 DINAH SHORE DR ##236	CON	0.06	46.48	38.38
694-061-066	73660 DINAH SHORE DR ##237	CON	0.06	46.48	38.38
694-061-067	73660 DINAH SHORE DR ##238	CON	0.06	46.48	38.38
694-061-068	73660 DINAH SHORE DR ##239	CON	0.06	46.48	38.38
694-061-069	73660 DINAH SHORE DR ##240	CON	0.06	46.48	38.38
694-061-070	73660 DINAH SHORE DR ##241	CON	0.06	46.48	38.38
694-061-071	73660 DINAH SHORE DR ##242	CON	0.06	46.48	38.38
694-061-072	73660 DINAH SHORE DR ##243	CON	0.06	46.48	38.38
694-061-073	73660 DINAH SHORE DR ##244	CON	0.06	46.48	38.38
694-061-074	73660 DINAH SHORE DR ##245	CON	0.06	46.48	38.38
694-061-075	73660 DINAH SHORE DR ##246	CON	0.06	46.48	38.38
694-061-076	73660 DINAH SHORE DR ##247	CON	0.06	46.48	38.38
694-061-077	73660 DINAH SHORE DR ##248	CON	0.06	46.48	38.38
694-061-078	73660 DINAH SHORE DR ##249	CON	0.06	46.48	38.38
694-080-005	73820 DINAH SHORE DR	COM	0.40	302.66	250.00
694-080-006	73800 DINAH SHORE DR	COM	1.36	1,029.03	850.00
694-080-007	73818 DINAH SHORE DR	COM	0.33	249.69	206.24
694-080-008	73814 DINAH SHORE DR	COM	0.33	249.69	206.24
694-080-009	73810 DINAH SHORE DR	COM	0.33	249.69	206.24
694-080-010	73808 DINAH SHORE DR	COM	0.39	295.09	243.74
694-080-011	73806 DINAH SHORE DR	COM	0.52	393.45	325.00
694-080-012	73812 DINAH SHORE DR	COM	0.38	287.52	237.50
694-080-013	73816 DINAH SHORE DR	COM	0.40	302.66	250.00
694-080-014	73802 DINAH SHORE DR	COM	0.33	249.69	206.24
694-080-015	73804 DINAH SHORE DR	COM	0.63	476.68	393.74
694-081-001	73850 DINAH SHORE DR ##101	COM	0.15	113.50	93.74
694-081-002	73850 DINAH SHORE DR ##102	COM	0.10	75.66	62.50

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-081-003	73850 DINAH SHORE DR ##103	COM	0.11	83.23	68.74
694-081-004	73850 DINAH SHORE DR ##104	COM	0.10	75.66	62.50
694-081-005	73850 DINAH SHORE DR ##105	COM	0.11	83.23	68.74
694-081-006	73850 DINAH SHORE DR ##106	COM	0.12	90.80	75.00
694-081-007	73850 DINAH SHORE DR ##107	COM	0.13	98.36	81.24
694-081-008	73850 DINAH SHORE DR ##108	COM	0.14	105.93	87.50
694-081-009	73850 DINAH SHORE DR ##109	COM	0.19	143.76	118.74
694-081-010	73850 DINAH SHORE DR ##110	COM	0.15	113.50	93.74
694-081-011	73850 DINAH SHORE DR ##111	COM	0.15	113.50	93.74
694-081-012	73850 DINAH SHORE DR ##112	COM	0.15	113.50	93.74
694-081-013	73850 DINAH SHORE DR ##113	COM	0.14	105.93	87.50
694-081-014	73850 DINAH SHORE DR ##114	COM	0.14	105.93	87.50
694-081-015	73850 DINAH SHORE DR ##115	COM	0.27	204.29	168.74
694-081-016	73900 DINAH SHORE DR ##201	COM	0.13	98.36	81.24
694-081-017	73900 DINAH SHORE DR ##202	COM	0.08	60.53	50.00
694-081-018	73900 DINAH SHORE DR ##203	COM	0.08	60.53	50.00
694-081-019	73900 DINAH SHORE DR ##204	COM	0.08	60.53	50.00
694-081-020	73900 DINAH SHORE DR ##205	COM	0.09	68.10	56.24
694-081-021	73900 DINAH SHORE DR ##206	COM	0.08	60.53	50.00
694-081-022	73900 DINAH SHORE DR ##207	COM	0.08	60.53	50.00
694-081-023	73900 DINAH SHORE DR ##208	COM	0.09	68.10	56.24
694-081-024	73900 DINAH SHORE DR ##209	COM	0.09	68.10	56.24
694-081-025	73950 DINAH SHORE DR ##301	COM	0.12	90.80	75.00
694-081-026	73950 DINAH SHORE DR ##302	COM	0.08	60.53	50.00
694-081-027	73950 DINAH SHORE DR ##303	COM	0.10	75.66	62.50
694-081-028	73950 DINAH SHORE DR ##304	COM	0.11	83.23	68.74
694-081-029	73950 DINAH SHORE DR ##305	COM	0.12	90.80	75.00
694-081-030	73950 DINAH SHORE DR ##306	COM	0.13	98.36	81.24
694-081-031	73950 DINAH SHORE DR ##307	COM	0.13	98.36	81.24
694-081-032	73950 DINAH SHORE DR ##308	COM	0.21	158.89	131.24
694-081-033	74000 DINAH SHORE DR ##401	COM	0.07	52.96	43.74
694-081-034	74000 DINAH SHORE DR ##402	COM	0.07	52.96	43.74
694-081-035	74000 DINAH SHORE DR ##403	COM	0.07	52.96	43.74
694-081-036	74000 DINAH SHORE DR ##404	COM	0.07	52.96	43.74
694-081-037	74000 DINAH SHORE DR ##405	COM	0.07	52.96	43.74
694-081-038	74000 DINAH SHORE DR ##406	COM	0.07	52.96	43.74
694-081-039	74000 DINAH SHORE DR ##407	COM	0.07	52.96	43.74
694-081-040	74000 DINAH SHORE DR ##408	COM	0.07	52.96	43.74
694-081-041	74000 DINAH SHORE DR ##409	COM	0.06	45.40	37.50
694-081-042	74000 DINAH SHORE DR ##410	COM	0.07	52.96	43.74
694-081-043	74000 DINAH SHORE DR ##411	COM	0.07	52.96	43.74
694-081-044	74000 DINAH SHORE DR ##412	COM	0.07	52.96	43.74
694-081-045	74000 DINAH SHORE DR ##413	COM	0.07	52.96	43.74
694-081-046	74000 DINAH SHORE DR ##414	COM	0.09	68.10	56.24
694-090-001	34550 MONTEREY AVE	COM	12.81	9,692.56	8,006.24
694-090-006	34700 MONTEREY AVE	COM	1.36	1,029.03	850.00
694-090-007	34620 MONTEREY AVE	COM	0.82	620.44	512.50
694-090-008	34580 MONTEREY AVE	COM	1.00	756.64	625.00

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-090-009	34540 MONTEREY AVE	COM	1.22	923.10	762.50
694-090-010	34460 MONTEREY AVE ##103	COM	0.43	325.36	268.74
694-090-011	34220 MONTEREY AVE	COM	15.20	11,500.93	9,500.00
694-090-012	34500 MONTEREY AVE	COM	9.21	6,968.65	5,756.24
694-090-013	34460 MONTEREY AVE	CMV	0.93	703.68	581.24
694-090-014	34420 MONTEREY AVE	COM	0.93	703.68	581.24
694-090-015	34380 MONTEREY AVE	COM	1.30	983.63	812.50
694-090-016	34340 MONTEREY AVE	COM	1.01	764.21	631.24
694-090-017	34300 MONTEREY AVE	COM	1.21	915.53	756.24
694-090-021	34140 MONTEREY AVE	COM	1.43	1,082.00	893.74
694-090-022	34200 MONTEREY AVE	COM	2.17	1,641.91	1,356.24
694-090-023	34500 MONTEREY AVE	CMV	0.50	378.32	312.50
694-090-024	NO SITUS AVAILABLE	CMV	1.98	1,498.15	1,237.50
694-090-027	34740 MONTEREY AVE	COM	3.02	2,285.05	1,887.50
694-090-028	34900 MONTEREY AVE	COM	2.81	2,126.16	1,756.24
694-090-029	34860 MONTEREY AVE	COM	1.72	1,301.42	1,075.00
694-090-031	34660 MONTEREY AVE	COM	2.39	1,808.37	1,493.74
694-090-032	34940 MONTEREY AVE	COM	8.26	6,249.85	5,162.50
694-090-040	34260 MONTEREY AVE	COM	1.00	756.64	625.00
694-090-041	34180 MONTEREY AVE	COM	0.96	726.37	600.00
694-090-042	34100 MONTEREY AVE	COM	1.29	976.07	806.24
694-130-016	NO SITUS AVAILABLE	CMV	14.62	11,062.08	9,137.50
694-130-017	NO SITUS AVAILABLE	CMV	11.16	8,444.10	6,975.00
694-130-018	NO SITUS AVAILABLE	CMV	3.75	2,837.40	2,343.74
694-130-021	NO SITUS AVAILABLE	CMV	26.41	19,982.86	16,506.24
694-130-022	35900 MONTEREY AVE	COM	22.25	16,835.24	13,906.24
694-140-001	35476 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-002	35462 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-003	35448 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-004	35434 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-005	35420 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-006	35406 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-007	35392 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-008	35378 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-009	35364 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-010	35350 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-011	73640 CIERRA ST	SFV	0.22	166.46	137.50
694-140-012	73626 CIERRA ST	SFV	0.22	166.46	137.50
694-140-013	73612 CIERRA ST	SFV	0.22	166.46	137.50
694-140-014	73598 CIERRA ST	SFV	0.22	166.46	137.50
694-140-015	73584 CIERRA ST	SFV	0.22	166.46	137.50
694-140-016	73570 CIERRA ST	SFV	0.22	166.46	137.50
694-140-017	73556 CIERRA ST	SFV	0.22	166.46	137.50
694-140-018	73542 CIERRA ST	SFV	0.22	166.46	137.50
694-140-019	73528 CIERRA ST	SFV	0.22	166.46	137.50
694-140-020	73514 CIERRA ST	SFV	0.22	166.46	137.50
694-140-021	73500 CIERRA ST	SFV	0.22	166.46	137.50
694-140-022	73486 CIERRA ST	SFV	0.22	166.46	137.50

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APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-140-023	73472 CIERRA ST	SFV	0.22	166.46	137.50
694-140-026	73430 CIERRA ST	SFV	0.22	166.46	137.50
694-140-027	35375 DOMANI DR	SFV	0.22	166.46	137.50
694-140-028	35383 DOMANI DR	SFV	0.22	166.46	137.50
694-140-029	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-030	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-031	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-032	35439 DOMANI DR	SFV	0.22	166.46	137.50
694-140-033	35453 DOMANI DR	SFV	0.22	166.46	137.50
694-140-034	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-035	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-036	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-037	35432 DOMANI DR	SFV	0.22	166.46	137.50
694-140-038	35446 DOMANI DR	SFV	0.22	166.46	137.50
694-140-039	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-040	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-041	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-042	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-043	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-044	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-045	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-046	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-047	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-048	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-049	35414 SERENO LN	SFR	0.22	166.46	137.50
694-140-050	35428 SERENO LN	SFR	0.22	166.46	137.50
694-140-051	35442 SERENO LN	SFR	0.22	166.46	137.50
694-140-052	35456 SERENO LN	SFR	0.22	166.46	137.50
694-140-053	35515 BAINS AVE	SFV	0.22	166.46	137.50
694-140-054	35501 BAINS AVE	SFV	0.22	166.46	137.50
694-140-055	35487 BAINS AVE	SFV	0.22	166.46	137.50
694-140-056	35473 BAINS AVE	SFV	0.22	166.46	137.50
694-140-057	35459 BAINS AVE	SFV	0.22	166.46	137.50
694-140-058	35445 BAINS AVE	SFV	0.22	166.46	137.50
694-140-059	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-060	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-061	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-062	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-063	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-064	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-065	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-066	NO SITUS AVAILABLE	SFV	0.22	166.46	137.50
694-140-067	35452 BAINS AVE	SFV	0.22	166.46	137.50
694-140-068	35466 BAINS AVE	SFV	0.22	166.46	137.50
694-140-069	35480 BAINS AVE	SFV	0.22	166.46	137.50
694-140-070	35483 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-071	35469 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-072	35455 CORTESIA WAY	SFV	0.22	166.46	137.50

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694-140-073	35441 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-074	35427 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-075	35413 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-076	35399 CORTESIA WAY	SFV	0.22	166.46	137.50
694-140-090	73444 CIERRA ST	SFR	0.22	166.46	137.50
694-140-091	73458 CIERRA ST	SFR	0.22	166.46	137.50
694-150-001	35481 DOMANI DR	SFR	0.22	166.46	137.50
694-150-002	35495 DOMANI DR	SFR	0.22	166.46	137.50
694-150-003	35509 DOMANI DR	SFR	0.22	166.46	137.50
694-150-004	35523 DOMANI DR	SFR	0.22	166.46	137.50
694-150-005	35537 DOMANI DR	SFR	0.22	166.46	137.50
694-150-006	35551 DOMANI DR	SFR	0.22	166.46	137.50
694-150-007	35565 DOMANI DR	SFR	0.22	166.46	137.50
694-150-008	35579 DOMANI DR	SFR	0.22	166.46	137.50
694-150-009	35593 DOMANI DR	SFR	0.22	166.46	137.50
694-150-010	73435 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-011	73441 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-012	73447 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-013	73453 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-014	73467 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-015	73481 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-016	73495 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-017	73509 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-018	73523 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-019	73537 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-020	73551 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-021	73565 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-022	73579 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-023	73593 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-024	73607 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-025	73621 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-026	73635 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-029	35630 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-030	35616 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-031	35602 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-032	35588 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-033	35574 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-034	35560 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-035	35546 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-036	35532 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-037	35518 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-038	35504 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-039	35490 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-040	35474 DOMANI DR	SFR	0.22	166.46	137.50
694-150-041	35488 DOMANI DR	SFR	0.22	166.46	137.50
694-150-042	35502 DOMANI DR	SFR	0.22	166.46	137.50
694-150-043	35516 DOMANI DR	SFR	0.22	166.46	137.50
694-150-044	35530 DOMANI DR	SFR	0.22	166.46	137.50

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694-150-045	35544 DOMANI DR	SFR	0.22	166.46	137.50
694-150-046	35572 DOMANI DR	SFR	0.22	166.46	137.50
694-150-047	35586 DOMANI DR	SFR	0.22	166.46	137.50
694-150-048	73474 TRAVERS ST	SFR	0.22	166.46	137.50
694-150-049	73488 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-050	73502 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-051	73516 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-052	73530 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-053	73544 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-054	73558 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-055	73572 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-056	73586 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-057	73600 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-058	73614 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-059	73628 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-060	73642 TRAVERS ST	SFV	0.22	166.46	137.50
694-150-061	73645 GRANITA DR	SFV	0.22	166.46	137.50
694-150-062	73631 GRANITA DR	SFV	0.22	166.46	137.50
694-150-063	73617 GRANITA DR	SFV	0.22	166.46	137.50
694-150-064	73603 GRANITA DR	SFV	0.22	166.46	137.50
694-150-065	73589 GRANITA DR	SFV	0.22	166.46	137.50
694-150-066	73575 GRANITA DR	SFV	0.22	166.46	137.50
694-150-067	73561 GRANITA DR	SFV	0.22	166.46	137.50
694-150-068	73547 GRANITA DR	SFV	0.22	166.46	137.50
694-150-069	73533 GRANITA DR	SFV	0.22	166.46	137.50
694-150-070	73519 GRANITA DR	SFV	0.22	166.46	137.50
694-150-071	35533 SERENO LN	SFV	0.22	166.46	137.50
694-150-072	35519 SERENO LN	SFV	0.22	166.46	137.50
694-150-073	35505 SERENO LN	SFV	0.22	166.46	137.50
694-150-074	35491 SERENO LN	SFV	0.22	166.46	137.50
694-150-075	35477 SERENO LN	SFV	0.22	166.46	137.50
694-150-076	35494 BAINS AVE	SFV	0.22	166.46	137.50
694-150-077	35508 BAINS AVE	SFV	0.22	166.46	137.50
694-150-078	35522 BAINS AVE	SFV	0.22	166.46	137.50
694-150-079	35536 BAINS AVE	SFV	0.22	166.46	137.50
694-150-080	35539 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-081	35525 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-082	35511 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-083	35497 CORTESIA WAY	SFV	0.22	166.46	137.50
694-150-090	35638 CORTESIA WAY	SFR	0.22	166.46	137.50
694-150-091	35638 CORTESIA WAY	SFR	0.22	166.46	137.50
694-240-001	34550 SPYDER CIR	COM	0.66	499.38	412.50
694-240-002	NO SITUS AVAILABLE	CMV	0.52	393.45	325.00
694-240-003	34750 SPYDER CIR	COM	0.50	378.32	312.50
694-240-004	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-005	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-007	73725 DINAH SHORE DR	CMV	1.30	983.63	812.50
694-240-008	73771 DINAH SHORE DR	COM	2.13	1,611.64	1,331.24

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694-240-011	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-012	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-013	NO SITUS AVAILABLE	CMV	0.56	423.72	350.00
694-240-014	NO SITUS AVAILABLE	CMV	1.01	764.21	631.24
694-240-015	34901 SPYDER CIR	COM	0.56	423.72	350.00
694-240-016	34801 SPYDER CIR	COM	0.50	378.32	312.50
694-240-017	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-018	NO SITUS AVAILABLE	CMV	0.50	378.32	312.50
694-240-019	NO SITUS AVAILABLE	CMV	0.62	469.12	387.50
694-240-020	NO SITUS AVAILABLE	CMV	1.02	771.77	637.50
694-240-021	NO SITUS AVAILABLE	CMV	0.94	711.24	587.50
694-240-022	73605 DINAH SHORE DR ##100A	COM	1.00	756.64	625.00
694-240-023	73605 DINAH SHORE DR ##200B	COM	0.59	446.42	368.74
694-240-024	73605 DINAH SHORE DR ##300C	COM	0.47	355.62	293.74
694-240-025	73605 DINAH SHORE DR ##400D	COM	0.99	749.07	618.74
694-240-026	73605 DINAH SHORE DR ##500E	COM	0.56	423.72	350.00
694-240-027	73605 DINAH SHORE DR ##600F	COM	0.46	348.05	287.50
694-240-028	73605 DINAH SHORE DR ##700G	COM	0.43	325.36	268.74
694-240-029	73605 DINAH SHORE DR ##800H	COM	0.55	416.15	343.74
694-240-030	73605 DINAH SHORE DR ##900I	COM	0.62	469.12	387.50
694-240-031	73605 DINAH SHORE DR ##1000	COM	0.80	605.31	500.00
694-240-032	73605 DINAH SHORE DR ##1100	COM	0.81	612.88	506.24
694-240-033	73605 DINAH SHORE DR ##1200	COM	1.19	900.40	743.74
694-240-034	73605 DINAH SHORE DR ##1500	COM	0.54	408.59	337.50
694-240-035	73605 DINAH SHORE DR ##1600	COM	0.54	408.59	337.50
694-240-047	73750 SPYDER CIR	COM	0.61	461.55	381.24
694-240-048	73760 SPYDER CIR	COM	0.61	461.55	381.24
694-240-068	NO SITUS AVAILABLE	CMV	1.06	802.04	662.50
694-241-001	73605 DINAH SHORE DR ##1400	COM	0.23	174.03	143.74
694-241-002	73605 DINAH SHORE DR ##1400	COM	0.20	151.33	125.00
694-241-003	73605 DINAH SHORE DR ##1401	COM	0.20	151.33	125.00
694-241-004	73605 DINAH SHORE DR ##1400	COM	0.23	174.03	143.74
694-241-006	73605 DINAH SHORE DR ##1320	COM	0.31	234.56	193.74
694-241-007	73605 DINAH SHORE DR ##1310	COM	0.14	105.93	87.50
694-241-008	73605 DINAH SHORE DR ##1300	COM	0.14	105.93	87.50
694-241-010	34390 GATEWAY DR ##A-100	COM	0.75	566.36	467.82
694-241-011	34360 GATEWAY DR ##B-100	COM	0.30	226.54	187.12
694-241-012	34330 GATEWAY DR ##C-100	COM	0.38	289.49	239.12
694-241-013	34330 GATEWAY DR ##C-110	COM	0.38	289.49	239.12
694-241-014	34300 GATEWAY DR ##D-100	COM	0.29	217.08	179.30
694-241-015	34300 GATEWAY DR ##D-110	COM	0.26	193.02	159.42
694-241-016	34300 GATEWAY DR ##D-120	COM	0.29	217.08	179.30
694-241-017	34470 GATEWAY DR ##E-100	COM	0.29	217.08	179.30
694-241-018	34470 GATEWAY DR ##E-110	COM	0.29	217.08	179.30
694-241-019	34500 GATEWAY DR ##F-100	COM	0.26	193.02	159.42
694-241-020	34500 GATEWAY DR ##F-110	COM	0.19	144.75	119.56
694-241-021	34500 GATEWAY DR ##F-120	COM	0.26	193.02	159.42
694-241-022	34420 GATEWAY DR ##G-100	COM	1.91	1,447.45	1,195.62

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694-241-023	34450 GATEWAY DR ##H-100	COM	1.82	1,375.04	1,135.80
694-241-024	34450 GATEWAY DR ##H-110	COM	1.75	1,326.84	1,096.00
694-250-001	73816 RIVERA CT	SFR	0.34	254.49	210.20
694-250-002	73830 RIVERA CT	SFR	0.34	254.49	210.20
694-250-003	73823 RIVERA CT	SFR	0.34	254.49	210.20
694-250-007	35768 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-008	35782 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-009	73809 RIVERA CT	SFR	0.34	254.49	210.20
694-250-010	35796 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-011	35810 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-012	35824 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-013	73812 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-014	73824 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-015	73861 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-016	73847 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-017	73833 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-018	73819 DA VINCI CT	SFR	0.34	254.49	210.20
694-250-019	35838 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-020	35852 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-021	35866 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-022	35880 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-023	35887 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-024	35873 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-025	35859 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-026	35845 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-027	35831 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-028	35817 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-029	35803 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-030	35789 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-031	35775 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-032	35761 RAPHAEL DR	SFR	0.34	254.49	210.20
694-250-033	73768 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-034	73782 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-035	73796 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-036	73810 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-037	73824 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-038	73838 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-039	73852 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-040	73866 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-041	73880 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-042	73845 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-043	73831 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-044	73817 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-045	73803 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-046	73789 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-047	73775 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-048	73761 CEZANNE DR	SFR	0.34	254.49	210.20
694-250-049	73810 VAN GOGH DR	SFR	0.34	254.49	210.20

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APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-250-050	73806 PICASSO DR	SFR	0.34	254.49	210.20
694-250-051	73820 PICASSO DR	SFR	0.34	254.49	210.20
694-250-052	35747 RAPHAEL DR	SFR	0.34	254.49	210.20
694-260-001	73628 DALI CT	SFR	0.34	254.49	210.20
694-260-002	35877 MATISSE DR	SFR	0.34	254.49	210.20
694-260-003	35863 MATISSE DR	SFR	0.34	254.49	210.20
694-260-004	73677 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-005	73663 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-006	73649 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-007	73635 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-008	35860 RENOIR PL	SFR	0.34	254.49	210.20
694-260-009	35867 RENOIR PL	SFR	0.34	254.49	210.20
694-260-010	35853 RENOIR PL	SFR	0.34	254.49	210.20
694-260-011	35839 RENOIR PL	SFR	0.34	254.49	210.20
694-260-012	35825 RENOIR PL	SFR	0.34	254.49	210.20
694-260-013	35811 RENOIR PL	SFR	0.34	254.49	210.20
694-260-014	73642 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-015	73656 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-016	73670 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-017	73684 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-018	73698 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-019	73712 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-020	73726 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-021	73740 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-022	73754 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-023	73768 KANDINSKY WAY	SFR	0.34	254.49	210.20
694-260-024	73782 VAN GOGH DR	SFR	0.34	254.49	210.20
694-260-025	73796 VAN GOGH DR	SFR	0.34	254.49	210.20
694-260-026	73775 VAN GOGH DR	SFR	0.34	254.49	210.20
694-260-027	73761 VAN GOGH DR	SFR	0.34	254.49	210.20
694-260-028	35856 MATISSE DR	SFR	0.34	254.49	210.20
694-260-029	35870 MATISSE DR	SFR	0.34	254.49	210.20
694-260-030	73645 PICASSO DR	SFR	0.34	254.49	210.20
694-260-031	73659 PICASSO DR	SFR	0.34	254.49	210.20
694-260-032	73673 PICASSO DR	SFR	0.34	254.49	210.20
694-260-033	73687 PICASSO DR	SFR	0.34	254.49	210.20
694-260-034	73701 PICASSO DR	SFR	0.34	254.49	210.20
694-260-035	73715 PICASSO DR	SFR	0.34	254.49	210.20
694-260-036	73729 PICASSO DR	SFR	0.34	254.49	210.20
694-260-037	73743 PICASSO DR	SFR	0.34	254.49	210.20
694-260-038	73757 PICASSO DR	SFR	0.34	254.49	210.20
694-260-039	73771 PICASSO DR	SFR	0.34	254.49	210.20
694-260-040	73785 PICASSO DR	SFR	0.34	254.49	210.20
694-260-041	73799 PICASSO DR	SFR	0.34	254.49	210.20
694-260-042	73813 PICASSO DR	SFR	0.34	254.49	210.20
694-260-043	73827 PICASSO DR	SFR	0.34	254.49	210.20
694-260-049	73596 PICASSO DR	SFR	0.35	267.35	220.82
694-260-050	73610 PICASSO DR	SFR	0.35	267.35	220.82

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APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-260-051	73624 PICASSO DR	SFR	0.35	267.35	220.82
694-260-052	73638 PICASSO DR	SFR	0.35	267.35	220.82
694-260-053	73652 PICASSO DR	SFR	0.35	267.35	220.82
694-260-054	73666 PICASSO DR	SFR	0.35	267.35	220.82
694-260-055	73680 PICASSO DR	SFR	0.35	267.35	220.82
694-260-056	73694 PICASSO DR	SFR	0.35	267.35	220.82
694-260-057	73708 PICASSO DR	SFR	0.35	267.35	220.82
694-260-058	73722 PICASSO DR	SFR	0.35	267.35	220.82
694-260-059	73736 PICASSO DR	SFR	0.35	267.35	220.82
694-260-060	73750 PICASSO DR	SFR	0.35	267.35	220.82
694-260-061	73764 PICASSO DR	SFR	0.35	267.35	220.82
694-260-062	73778 PICASSO DR	SFR	0.35	267.35	220.82
694-260-063	73792 PICASSO DR	SFR	0.35	267.35	220.82
694-260-072	35833 RENOIR PL	SFR	0.34	254.49	210.20
694-270-002	35933 MATISSE DR	SFR	0.36	269.06	222.24
694-270-003	35919 MATISSE DR	SFR	0.36	269.06	222.24
694-270-004	35905 MATISSE DR	SFR	0.36	269.06	222.24
694-270-005	35891 MATISSE DR	SFR	0.36	269.06	222.24
694-270-006	73635 DALI CT	SFR	0.36	269.06	222.24
694-270-007	73649 DALI CT	SFR	0.36	269.06	222.24
694-270-008	73642 DALI CT	SFR	0.36	269.06	222.24
694-270-009	35874 RENOIR PL	SFR	0.36	269.06	222.24
694-270-010	35888 RENOIR PL	SFR	0.36	269.06	222.24
694-270-011	35902 RENOIR PL	SFR	0.36	269.06	222.24
694-270-012	35923 RENOIR PL	SFR	0.36	269.06	222.24
694-270-013	35909 RENOIR PL	SFR	0.36	269.06	222.24
694-270-014	35895 RENOIR PL	SFR	0.36	269.06	222.24
694-270-015	35881 RENOIR PL	SFR	0.36	269.06	222.24
694-270-016	73789 VAN GOGH DR	SFR	0.36	269.06	222.24
694-270-017	35884 MATISSE DR	SFR	0.36	269.06	222.24
694-270-018	35898 MATISSE DR	SFR	0.36	269.06	222.24
694-270-019	35912 MATISSE DR	SFR	0.36	269.06	222.24
694-270-020	35926 MATISSE DR	SFR	0.36	269.06	222.24
694-270-026	35937 RENOIR PL	SFR	0.37	278.30	229.86
694-270-027	35951 RENOIR PL	SFR	0.37	278.30	229.86
694-270-028	35965 RENOIR PL	SFR	0.37	278.30	229.86
694-270-029	35979 RENOIR PL	SFR	0.37	278.30	229.86
694-270-030	35993 RENOIR PL	SFR	0.37	278.30	229.86
694-270-031	73615 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-032	73629 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-033	73643 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-034	73657 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-035	73671 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-036	73685 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-037	73699 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-038	73713 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-039	73727 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-040	35996 CHAGALL LN	SFV	0.37	278.30	229.86

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694-270-041	35982 CHAGALL LN	SFR	0.37	278.30	229.86
694-270-042	35968 CHAGALL LN	SFR	0.37	278.30	229.86
694-270-043	35954 CHAGALL LN	SFR	0.37	278.30	229.86
694-270-044	35940 CHAGALL LN	SFR	0.37	278.30	229.86
694-270-045	73720 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-046	73706 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-047	73692 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-048	73678 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-049	73664 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-050	73650 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-051	73636 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-052	73622 VERMEER WAY	SFR	0.37	278.30	229.86
694-270-053	73625 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-054	73639 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-055	73653 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-056	73667 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-057	73681 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-058	73695 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-059	73709 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-060	73723 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-061	73702 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-062	73688 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-063	73674 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-064	73660 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-065	73646 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-270-066	73632 OKEEFFE WAY	SFR	0.37	278.30	229.86
694-280-002	35894 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-003	35908 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-004	35922 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-005	35936 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-006	35950 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-007	35943 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-008	35929 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-009	35915 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-010	35901 RAPHAEL DR	SFR	0.36	269.06	222.24
694-280-011	73894 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-012	73908 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-013	73922 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-014	73936 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-018	73915 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-019	73901 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-020	73887 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-021	73873 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-022	73859 CEZANNE DR	SFR	0.36	269.06	222.24
694-280-023	73824 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-024	73838 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-025	73852 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-026	73866 VAN GOGH DR	SFR	0.36	269.06	222.24

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APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-280-027	73859 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-028	73845 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-029	73831 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-030	73817 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-031	73803 VAN GOGH DR	SFR	0.36	269.06	222.24
694-280-032	73758 MONET DR	SFR	0.36	269.06	222.24
694-280-033	73772 MONET DR	SFR	0.36	269.06	222.24
694-280-034	73786 MONET DR	SFR	0.36	269.06	222.24
694-280-035	73800 MONET DR	SFR	0.36	269.06	222.24
694-280-036	73814 MONET DR	SFR	0.36	269.06	222.24
694-280-047	73880 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-048	73894 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-049	73908 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-050	73922 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-051	73936 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-052	73828 MONET DR	SFR	0.31	232.86	192.34
694-280-053	73842 MONET DR	SFR	0.31	232.86	192.34
694-280-054	73901 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-055	73887 VAN GOGH DR	SFR	0.31	232.86	192.34
694-280-056	73873 VAN GOGH DR	SFR	0.31	232.86	192.34
694-431-001	34130 GATEWAY DR ##A100	COM	0.20	155.09	128.10
694-431-002	34130 GATEWAY DR ##A110	COM	0.20	155.09	128.10
694-431-003	34130 GATEWAY DR ##A120	COM	0.20	155.09	128.10
694-431-004	34130 GATEWAY DR ##A200	COM	0.20	155.09	128.10
694-431-005	34130 GATEWAY DR ##A210	COM	0.20	155.09	128.10
694-431-007	34100 GATEWAY DR ##B100	COM	0.14	103.16	85.20
694-431-008	34100 GATEWAY DR ##B110	COM	0.14	103.16	85.20
694-431-009	34100 GATEWAY DR ##B120	COM	0.14	103.16	85.20
694-431-010	34100 GATEWAY DR ##B130	COM	0.14	103.16	85.20
694-431-011	34100 GATEWAY DR ##B200	COM	0.14	103.16	85.20
694-431-012	34100 GATEWAY DR ##B210	COM	0.14	103.16	85.20
694-431-013	34100 GATEWAY DR ##B220	COM	0.14	103.16	85.20
694-431-014	34100 GATEWAY DR ##B230	COM	0.14	103.16	85.20
694-431-015	34100 GATEWAY DR ##B240	COM	0.14	103.16	85.20
694-431-017	34160 GATEWAY DR ##C100	COM	0.26	195.82	161.74
694-431-018	34160 GATEWAY DR ##C110	COM	0.26	195.82	161.74
694-431-019	34160 GATEWAY DR ##C120	COM	0.26	195.82	161.74
694-431-021	34190 GATEWAY DR ##D100	COM	0.30	227.16	187.62
694-431-022	34190 GATEWAY DR ##D110	COM	0.30	227.16	187.62
694-431-023	34190 GATEWAY DR ##D120	COM	0.30	227.16	187.62
694-431-025	34220 GATEWAY DR ##E100	COM	0.26	195.82	161.74
694-431-026	34220 GATEWAY DR ##E110	COM	0.26	195.82	161.74
694-431-027	34220 GATEWAY DR ##E120	COM	0.26	195.82	161.74
694-431-029	34250 GATEWAY DR ##F100	COM	0.31	234.99	194.10
694-431-030	34250 GATEWAY DR ##F110	COM	0.31	234.99	194.10
694-431-031	34250 GATEWAY DR ##F120	COM	0.31	234.99	194.10
694-431-032	34250 GATEWAY DR ##F130	COM	0.31	234.99	194.10
694-431-034	34280 GATEWAY DR ##G100	COM	0.37	278.07	229.68

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APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-431-035	34280 GATEWAY DR ##G110	COM	0.37	278.07	229.68
694-431-036	34280 GATEWAY DR ##G120	COM	0.37	278.07	229.68
694-440-001	73957 RUBENS LN	SFR	0.36	269.06	222.24
694-440-002	73943 RUBENS LN	SFR	0.36	269.06	222.24
694-440-003	73929 RUBENS LN	SFR	0.36	269.06	222.24
694-440-004	73793 MONET DR	SFR	0.36	269.06	222.24
694-440-005	73779 MONET DR	SFR	0.36	269.06	222.24
694-440-006	73765 MONET DR	SFR	0.36	269.06	222.24
694-440-007	73751 MONET DR	SFR	0.36	269.06	222.24
694-440-010	73950 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-011	73964 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-012	73978 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-013	73992 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-014	73930 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-015	73944 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-016	73958 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-017	73972 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-018	73986 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-019	73993 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-020	73979 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-021	73965 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-022	73951 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-023	73937 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-024	73923 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-025	73909 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-026	73895 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-027	73881 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-028	73867 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-029	73853 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-030	73839 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-031	73825 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-032	73811 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-033	73797 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-034	73783 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-035	73769 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-036	73755 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-037	73741 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-038	73734 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-039	73748 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-040	73762 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-041	73776 MONDRIAN PL	SFR	0.31	232.86	192.34
694-440-042	73821 MONET DR	SFR	0.31	232.86	192.34
694-440-043	73807 MONET DR	SFR	0.31	232.86	192.34
694-440-044	73856 MONET DR	SFR	0.31	232.86	192.34
694-440-045	73870 MONET DR	SFR	0.31	232.86	192.34
694-440-046	73943 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-047	73929 VAN GOGH DR	SFR	0.31	232.86	192.34
694-440-048	73915 VAN GOGH DR	SFR	0.31	232.86	192.34

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-490-001	73298 WARHOL LN	SFV	0.35	263.23	217.42
694-490-002	73312 WARHOL LN	SFV	0.35	263.23	217.42
694-490-003	73326 WARHOL LN	SFR	0.35	263.23	217.42
694-490-004	73340 WARHOL LN	SFR	0.35	263.23	217.42
694-490-005	73354 WARHOL LN	SFR	0.35	263.23	217.42
694-490-006	73368 WARHOL LN	SFV	0.35	263.23	217.42
694-490-007	73382 WARHOL LN	SFV	0.35	263.23	217.42
694-490-008	73396 WARHOL LN	SFV	0.35	263.23	217.42
694-490-009	73410 WARHOL LN	SFV	0.35	263.23	217.42
694-490-010	35565 PERUGINO TER	SFV	0.35	263.23	217.42
694-490-011	35579 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-012	35593 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-013	35607 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-014	35621 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-015	35635 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-016	35649 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-017	35663 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-018	35677 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-019	35691 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-020	35705 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-021	35719 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-022	35733 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-023	35747 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-024	35738 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-025	35724 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-026	35710 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-027	35696 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-028	35682 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-029	35668 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-030	35654 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-031	35640 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-032	35626 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-033	35612 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-034	35598 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-035	35584 PERUGINO TER	SFR	0.35	263.23	217.42
694-490-036	35570 PERUGINO TER	SFV	0.35	263.23	217.42
694-490-037	35575 PASINI TER	SFV	0.35	263.23	217.42
694-490-038	35589 PASINI TER	SFR	0.35	263.23	217.42
694-490-039	35603 PASINI TER	SFR	0.35	263.23	217.42
694-490-040	35617 PASINI TER	SFR	0.35	263.23	217.42
694-490-041	35631 PASINI TER	SFR	0.35	263.23	217.42
694-490-042	35645 PASINI TER	SFR	0.35	263.23	217.42
694-490-043	35659 PASINI TER	SFR	0.35	263.23	217.42
694-490-044	35673 PASINI TER	SFR	0.35	263.23	217.42
694-490-045	35687 PASINI TER	SFR	0.35	263.23	217.42
694-490-046	35701 PASINI TER	SFR	0.35	263.23	217.42
694-490-047	35715 PASINI TER	SFR	0.35	263.23	217.42
694-490-048	35729 PASINI TER	SFR	0.35	263.23	217.42

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-490-049	35743 PASINI TER	SFR	0.35	263.23	217.42
694-500-001	73458 HENRI DR	SFV	0.35	263.23	217.42
694-500-002	73472 HENRI DR	SFV	0.35	263.23	217.42
694-500-003	73486 HENRI DR	SFV	0.35	263.23	217.42
694-500-004	73500 HENRI DR	SFV	0.35	263.23	217.42
694-500-005	73514 HENRI DR	SFV	0.35	263.23	217.42
694-500-006	73528 HENRI DR	SFV	0.35	263.23	217.42
694-500-007	73542 HENRI DR	SFV	0.35	263.23	217.42
694-500-008	73556 HENRI DR	SFV	0.35	263.23	217.42
694-500-009	73570 HENRI DR	SFV	0.35	263.23	217.42
694-500-010	73584 HENRI DR	SFV	0.35	263.23	217.42
694-500-011	73598 HENRI DR	SFV	0.35	263.23	217.42
694-500-012	73612 HENRI DR	SFV	0.35	263.23	217.42
694-500-013	73626 HENRI DR	SFV	0.35	263.23	217.42
694-500-014	73686 HENRI DR	SFV	0.35	263.23	217.42
694-500-015	73700 HENRI DR	SFV	0.35	263.23	217.42
694-500-016	73714 HENRI DR	SFV	0.35	263.23	217.42
694-500-017	73711 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-018	73697 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-019	73683 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-020	73669 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-021	73655 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-022	73641 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-023	73627 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-024	73613 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-025	73609 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-026	73595 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-027	73581 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-028	73567 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-029	73553 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-030	73539 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-031	73525 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-032	73511 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-033	73497 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-034	73483 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-035	73469 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-036	73455 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-037	73452 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-038	73466 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-039	73480 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-040	73494 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-041	73508 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-042	73522 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-043	73536 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-044	73550 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-045	73564 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-046	73578 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-047	73592 RAPHAEL DR	SFV	0.35	263.23	217.42

City of Palm Desert
Benefit Assessment District No. 1
Final Prelim Report (Sorted by Assessor's Parcel Number "APN")
Fiscal Year 2025/26

APN	Situs Address	Land Use	Benefit Units	Maximum Special Assessment	Charge
694-500-048	73606 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-049	73620 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-050	73634 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-051	73648 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-052	73676 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-053	73690 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-054	73704 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-055	73718 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-056	73732 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-057	73746 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-058	73760 RAPHAEL DR	SFV	0.35	263.23	217.42
694-500-059	73801 HENRI DR	SFV	0.35	263.23	217.42
694-500-060	73787 HENRI DR	SFV	0.35	263.23	217.42
694-500-061	73773 HENRI DR	SFV	0.35	263.23	217.42
694-510-001	NO SITUS AVAILABLE	CMV	11.72	8,869.18	7,326.12
694-510-013	NO SITUS AVAILABLE	CMV	20.36	15,405.19	12,725.00
694-510-014	NO SITUS AVAILABLE	CMV	18.58	14,058.37	11,612.50

Summary Fields	Value
APN Total:	785
EBU Total:	453.66
Max Sp Assess:	\$343,254.23
Charge Total:	\$283,528.42

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Maria Gonzalez, Management Analyst
Chris Gerry, Senior Project Manager

SUBJECT: APPROVE THE ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/26

RECOMMENDATION:

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026."
2. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026."

BACKGROUND/ANALYSIS:

The City of Palm Desert (City) manages 33 local Landscaping and Lighting Districts (LLDs), which together form the Consolidated Palm Desert Landscaping and Lighting Maintenance District No. 1. These LLDs fund the maintenance of landscaping and street lighting in residential neighborhoods – such as greenbelts, medians, and streetlights – typically located at subdivision entries, parkways, or internal streets.

The LLDs were established under the Landscaping and Lighting Act of 1972 and are funded by property-specific assessments based on the direct benefit each parcel receives. In most cases, this means parcels are assessed for nearby landscaping or lighting installed as a condition of development. These improvements enhance the appearance and safety of neighborhoods and are typically maintained through contract services funded by the assessments.

The assessment calculations and methodology were prepared by Willdan Financial Services, the City's independent assessment engineer. Willdan also prepared the 2025/26 Engineer's Report, which provides the legal and technical basis for this year's proposed assessments, including cost allocations, benefit analysis, and parcel-level calculations. The report explains how costs are calculated, how benefits are determined for each parcel, and the budget for each of the 33 LLDs. Each property's share is calculated using a unit called an Equivalent Benefit Unit (EBU), which considers parcel size, land use, and level of benefit received. This method ensures fairness and transparency in how costs are distributed. LLD boundaries can be found in the Vicinity Map (Attachment 4).

The Engineer's Report also identifies portions of improvements that provide a broader community benefit identified as a "general benefit." General benefit costs are not charged to individual property owners. In Fiscal Year 2025/26, the General Fund will need to contribute \$182,250.75 to cover general benefit costs. Of that amount, approximately 83% will support maintenance of the Canyon Cove Zone (Haystack Greenbelt), which is accessible to the public. The remaining amount will be applied to LLDs where improvements, such as perimeter landscaping or arterial-facing streetlights, benefit properties beyond the immediate neighborhood.

In addition to the general benefit contribution, based on cost estimates, the City may contribute up to \$7,252 to cover operating costs that exceed the maximum assessment allowed for a specific zone. However, this contribution will only be made if an actual shortfall occurs.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The assessment and collection of the levy will provide funding for the continued maintenance of LLDs and the associated administrative expenses. A general fund contribution has been included as part of the FY 2025-26 Proposed Annual Budget to accommodate this action. There is no additional impact to the General Fund with this action.

ATTACHMENTS:

1. Resolution – Engineer's Report Approval
2. Resolution – Order the Levy
3. FY 2025/26 Engineer's Report
4. Vicinity Map

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council, pursuant to the provisions of part 2 of division 15 of the California Streets and Highways Code, did, by previous resolution, order Willdan Financial Services (hereafter referred to as the "Engineer"), to prepare and file a report, in accordance with Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565, in connection with the proposed levy and collection of assessments for Consolidated Palm Desert Landscaping and Lighting District No. 1 (hereafter referred to as the "District") for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Palm Desert, and the City Clerk has presented to the City Council the "2025/2026 Engineer's Report" (hereafter referred to as the "Report"); and

WHEREAS, the City Council has carefully examined and reviewed the *Report*, as presented, and is satisfied with each of the items and documents, as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits that will be received from the improvements, operation, maintenance and services to be performed, as set forth in the *Report*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Components of Report. The *Report*, as presented, consists of the following:

- A. A description of the District and the improvements.
- B. The annual budget (costs and expenses of services, operations, and maintenance) for the District.
- C. A diagram of the District.
- D. A description of the method of apportionment that was used to determine the assessment rate per levy unit for each zone within the District for fiscal year 2025/2026.

SECTION 3. Approval of Report. The *Report*, as presented, is hereby approved and ordered to be filed in the Office of the City Clerk as a permanent record that will be open to public inspection.

SECTION 4. Certification of Resolution. The City Clerk will certify the passage and adoption of this resolution. The minutes of this meeting will reflect the presentation and final approval of the *Report*.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council has, by previous resolutions, initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within Consolidated Palm Desert Landscaping and Lighting District No. 1 (hereafter referred to as the "District") for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "Act"), in order to pay for the costs and expenses of operating, maintaining, and servicing landscaping, lighting, and appurtenant facilities within the District; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Palm Desert, and the City Clerk has presented to the City Council the "2025/2026 Engineer's Report" (hereafter referred to as the "*Report*"), in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did, by previous resolution, approve the *Report*; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, in order to pay for the costs and expenses of operating, maintaining, and servicing landscaping and street lighting improvements and appurtenant facilities within the District, and for which assessed properties receive special benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Fair Public Hearing. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, and the *Report* prepared in connection therewith, and has considered any oral and written statements, protests, and communications that interested persons have made or filed regarding these matters.

SECTION 3. City Council Findings. Based upon its review, and amendments, as applicable, of the *Report*, a copy of which has been presented to the City Council and filed with the City Clerk, the City Council hereby finds and determines that:

- A. The land within the District will receive special benefits by the operations, maintenance, and servicing of landscaping, lighting, and appurtenant facilities within the boundaries of the District.
- B. The District includes all of the lands that will receive special benefits.
- C. The net amount to be assessed upon the lands within the District is in accordance with and apportioned by a formula and a method that fairly distribute the net amount among eligible parcels, in proportion to the special benefits that each parcel will receive from the improvements and services for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

SECTION 4. Confirmation of Report and Assessment. The *Report*, the diagram, and the assessment, as presented to the City Council and as on file with the Office of the City Clerk, comply with the applicable provisions of California State Constitution Article XIII D and are hereby confirmed as filed.

SECTION 5. Improvements Ordered. The maintenance, operation, and servicing of the improvements and appurtenant facilities will be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made. These improvements are briefly described as the installation, maintenance, operation, administration, and servicing of the landscaping and lighting improvements, including turf, ground cover, shrubs, and trees, irrigation systems, street lighting, water features, ornamental lighting, entry monuments, drainage systems, and all appurtenant facilities related thereto.

SECTION 6. County Collection of Levy. The County Auditor/Controller of Riverside County (hereafter referred to as the “County”) will enter on the County Assessment Roll, opposite each eligible parcel of land, the amount of the levy. The levy will be collected at the same time and in the same manner as County taxes are collected. After the County collects the levy, the net amount of the levy will be paid to the Treasurer of the City of Palm Desert.

SECTION 7. Restricted Use of Assessment Money. The City Treasurer will deposit all money representing assessments that the County has collected for the District into a District fund. This money will be expended only for the maintenance, operation, and servicing of the landscaping, lighting, and appurtenant facilities that are described in Section 5.

SECTION 8. Adoption of District Levy. The adoption of this resolution constitutes the District levy for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

SECTION 9. Direction to City Clerk. The City Clerk, or his or her designate, is hereby authorized and directed to file the levy with the county auditor/controller upon adoption of this resolution.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK



PALM DESERT
CALIFORNIA

City of Palm Desert

Consolidated Palm Desert Landscaping and Lighting District No. 1

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 8, 2025
Public Hearing: June 26, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:


Consolidated Palm Desert Landscaping and Lighting District


City of Palm Desert,
County of Riverside, State of California

This Report identifies the parcels within the District and the relevant zones therein, as they existed at the time of passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The Undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 2nd day of May, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Palm Desert

By: 
Daniel Louie, Senior Project Manager
District Administrative Services

By: 
Tyrone Peter
P.E. # C 81888

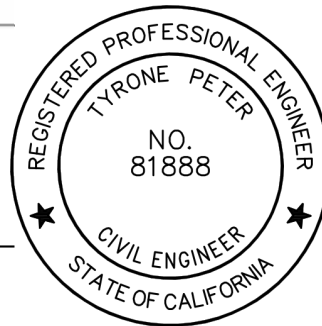


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I. Overview

A. Introduction

The City of Palm Desert (hereafter referred to as “City”) annually levies and collects special assessments in order to provide and maintain improvements within the Consolidated Palm Desert Landscaping and Lighting Maintenance Assessment District No.1 (hereafter referred to as the “District”). The District was formed in 1993, through the consolidation of several individual landscaping and lighting maintenance districts that previously existed within the City. The original districts and subsequent annexations of various territories and developments to the Consolidated District are identified as separate Zones and/or Sub-zones (hereafter referred to jointly as “Zones”). The District and the Zones therein have been established and are levied annual assessments pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the “1972 Act”).

This Engineer’s Annual Levy Report (hereafter referred to as the “Report”) describes the District and improvements, any proposed changes to the District or improvements and the proposed budgets and assessments for Fiscal Year 2025/2026. The proposed assessments are based on the City’s estimated cost to maintain the improvements that provide special benefit to properties within the District. The various improvements within the District and the costs of those improvements are identified and budgeted separately for each Zone, including the expenditures, deficits, surpluses, revenues, and reserves.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the Riverside County Assessor’s Office. The Riverside County Auditor/Controller uses Assessment Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments. Each parcel within a Zone is assessed proportionately for only those improvements provided in that Zone from which the parcel receives special benefit.

At a noticed Public Hearing, the City Council will consider all testimony and written comments presented and may direct any necessary modifications to the Report and approve the Report as submitted or amended. Following approval of the Report, the City Council by resolution, shall order the improvements to be made, and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessment rates and method of apportionment described in this Report as approved by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2025/2026. The assessments as approved will be submitted to the Riverside County Auditor/Controller to be included on the property tax roll for each parcel for the fiscal year.

B. Compliance with the Current Legislation

The City Council annually conducts a public hearing to accept public comments and testimony, to review the Report and adopt the annual assessments to be levied on the County tax roll for the fiscal year. The assessments described in this Report and subsequently approved by the City Council have been prepared in accordance with the 1972 Act and in compliance with the provisions of the *California Constitution, Article XIID* (hereafter referred to as the “Article XIID”), which was enacted by the passage of Proposition 218 in November 1996.

In compliance with the provisions of Article XIID, in Fiscal Year 1997/1998, the City conducted property owner ballot proceedings for the special benefit assessments applicable to each of the existing Zones within the District. At that time, the assessments presented to property owners included the assessment range formula previously established for the District and described in this Report. Upon tabulation of the ballots returned, it was determined that majority protest did not exist, and the City Council approved and adopted the assessments and assessment range formula balloted and approved by the property owners. Similar proceedings have been conducted for all new or increased assessments including any annexations to the District.

C. General Description of the District and Services

The City annually levies and collects assessments in order to maintain and service various improvements within the District. For Fiscal Year 2025/2026, the District is comprised of thirty-three (33) separate benefit Zones, each funding specific improvements and services.

The District provides for the maintenance and operation of local landscaping and lighting improvements and associated appurtenances located within the public right-of-ways and dedicated landscape easements. The improvements and the annual costs of those improvements are identified and budgeted separately for each Zone, including the expenditures, deficits, surpluses, revenues, and reserves.

The improvements provided and for which parcels are levied special benefit assessments within the District can be categorized as three (3) improvement types.

1. Local street lighting (residential street lighting associated with the properties within the Zone and specific subdivisions).
2. Local landscaping improvements including parkways, perimeters, entryways, local medians, and internal landscaped amenities.

3. Special Zone services including tree trimming, graffiti and weed abatement and landscape maintenance of flood control areas (retention and detention basins).

The costs associated with the improvements authorized by the provisions of the 1972 Act are equitably spread among the benefiting parcels in proportion to the special benefit they receive. Only parcels that receive special benefits from the improvements are assessed, and each Zone consists of parcels that benefit from those specific improvements.

Landscape improvements maintained by the District and associated with each Zone were either installed as a condition of development or were installed for the benefit of the properties assessed. The landscape improvements associated with each Zone may include, but are not limited to: open space areas; medians; parkways; slopes; retention or detention basin areas; and public right-of-ways or easements that provide special benefits to the parcels. These improvements may include, but are not limited to: turf, ground cover, shrubs and trees, irrigation systems, decorative lighting, water features, entry monuments, drainage systems, hardscapes and associated appurtenances. Similar to landscape improvements, street lighting improvements funded through District assessments were installed for the benefit of properties within each of the Zones and the assessments provide for the maintenance, operation and energy costs related to those street light improvements.

D. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements include, but are not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagrams, and assessments;

- The costs of printing and advertising, as well as the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

II. Specific Improvements and Special Benefit Zones

The boundaries of each Zone, the location of improvements and special benefit received by the properties and property owners within each Zone are described in this section of the Report. In any given fiscal year, City staff will determine the scope of work for each Zone as assessment revenues allow. Any necessary reductions in the scope of work will likely include but are not limited to; the frequency of mowing and edging turf areas; the application of fertilizers and aeration of turf; trimming and pruning of shrubs, trees and ground cover; trash pick-up in landscaping areas; and weed and litter control. The allocation of special benefit and general benefit of the improvements provided within the District are summarized in the Method of Apportionment section of this Report and are identified in the budget for each Zone. A description of the District improvements and the level of annual service each Zone will receive are provided in the following:

Zone #2 (Canyon Cove):

Zone #2 includes Tracts 11636-1, 2, 3, & 4 and Tract 23485, generally located South of Deep Canyon Tennis Club, North of Haystack Road, West of Marrakesh Country Club, and East of Highway 74. The streets within the Zone include Ambrosia Street, Sweetbrush Lane, Deer Grass Drive, Lotus Court, Calliandra Street, Aber Street and Alamo Drive.

These parcels benefit from the maintenance and operation of street lighting encompassing the streets within the Zone, the landscaped parkway along the East side of Highway 74 and the landscaped areas on the North side of Haystack Road, adjacent to the above-mentioned tracts and installed as part of these residential developments.

The interior local street lighting has been identified and allocated as 100% special benefit with no general benefit allocation. The parkway landscaping along Highway 74 has been identified as 100% special benefit to the parcels within the Zone. However, it has been determined that the landscaped median on Haystack Road (although installed as part of the development) not only provides a special benefit to properties within Canyon Cove, but also provides a general benefit. The proportionate general benefit of this improvement has been identified and eliminated from the Zone assessments. Although there is a general benefit component, the majority (83%) of the median landscaping on Haystack Road is a flood control channel and was required for development of the homes within Canyon Cove. Therefore, pursuant to Article XIID Section 5a (assessments used to fund flood control and drainage systems), the majority of the costs for this landscaped area could be considered exempt. However, in recognition of the general benefit this improvement area provides and the previous assessments applied to properties within the Zone, it was determined that the City would fund a large portion of the costs associated with this landscaped median area. Refer to the budget section of this Report for details on the allocation of benefit and related assessments.

Zone #3 (Vineyards):

Zone #3 consists of the parcels in Tracts 12181-1 and 12181-2 on the West side of Portola Avenue. The streets within the Zone include Martini Court, Heitz Court, Mondavi Court, Callaway Court, Stony Hill Court, Masson Street, Krug Avenue, Sebastian Way, and San Pasqual Avenue/Rutledge Way.

These parcels receive special benefits from the operation and maintenance of street lighting improvements within the Zone boundaries and the landscaped area along the West side of Portola Avenue, from the northern boundary to the southern boundary of the two tracts.

Both the street lighting and landscape improvements identified for this Zone were installed as part of the residential development and the ongoing maintenance and operation of these improvements provide special benefits to properties within the Zone. It has further been determined that these improvements were installed and are maintained solely for the benefit of properties within the Zone and the improvements provide no measurable benefit to properties outside the Zone. Any benefit conveyed to other properties or to the public at large (general benefit) is incidental. Therefore, both the interior tract street lighting and the parkway

(perimeter) landscaping costs have been identified and apportioned 100% as a special benefit to the parcels within the Zone.

Zone #4 (Parkview Estates):

Zone #4 consists of the parcels in Tract 8237, South of Magnesia Falls Drive, North of Fred Waring Drive, West of Deep Canyon Road, and East of Portola Avenue.

These parcels receive special benefits from the operation and maintenance of street lighting along Primrose Drive, Desert Star Boulevard, Vanda Circle, Palmilla Circle, Myrsine Avenue, Gazania Place, Rutledge Avenue, Buttonwood Drive, Silktree Lane, Santolina Drive, Balsam Lane, and Erin Street. The street lighting improvements were installed as part of the residential development and are considered a special benefit to the properties within the development (i.e., Zone). The ongoing operation and maintenance of interior residential street lighting provides no measurable general benefit to properties outside the Zone or to the public at large. To the extent that some streetlights associated with the Zone are located on the perimeter of the residential development and provides direct illumination to parcels outside the Zone, a portion of the maintenance costs has been identified as a general benefit. This Zone has twenty interior streetlights and five perimeter streetlights resulting in an allocation of the Zone costs as 90% special benefit and 10% general benefit.

Zone #5 (Cook and Country Club):

Zone #5 consists of three (3) separate residential subdivisions identified as Sub-zones. These three Sub-zones are known and identified as:

- Desert Mirage (Tract 25639)
- Primrose II (Tract 25436)
- Sandcastles (Tract 21338-1)

Each of these Sub-zones has specific local improvements maintained by the District that were installed as part of these residential developments.

These three subdivisions were originally part of a larger Zone known as Cook and Country Club and were proportionately assessed for median landscaping in the area as well as their local (tract specific) improvements. In fiscal year 1997/1998 it was determined that the median landscaping in the Cook and Country Club area was largely a general benefit and this portion of the assessment was eliminated. However, it was determined that the parcels within these three (3) Sub-zones receive special benefit from tract maintained by the District, and each parcel within the respective Sub-zones should continue to be assessed proportionately for the cost of services associated with those local improvements. The parcels in all three (3) Sub-zones receive special benefits from tract street lighting; the parcels in the Primrose II Sub-zone also receive special benefits from parkway landscaping; and

the parcels in the Desert Mirage Sub-zone also receive special benefits from parkway landscaping, detention basin landscaping, and entrance landscaping.

Upon review of the specific street lighting improvements associated with each of these Sub-zones, the street lighting facilities have been identified as interior tract streetlights. These streetlights provide little or no direct illumination to parcels outside the Sub-zones and therefore the costs of maintaining these improvements are allocated as 100% special benefit with no general benefit.

The property owners in the Sub-zone known as Desert Mirage were balloted in Fiscal Year 2004/2005 for an increase in their maximum assessment rates. The proposed levy increase would fund new maintenance costs required after the City of Palm Desert renovated the improvements with water efficient landscaping and irrigation systems. Majority protest did not exist; therefore, the City moved forward with the plans to renovate and maintain the improvements in the Desert Mirage Sub-zone.

The 2004/2005 rebaloting determined that 15% of the improvements within the Desert Mirage Sub-zone are of a general benefit to those properties outside of the Sub-zone. Therefore, this percentage of the costs of maintaining the Sub-zone has been removed from the assessment and must be funded from other sources.

Refer to the budget for Zone 5 in Section IV of this Report for specifics regarding the proposed assessment for the current fiscal year and the maximum assessment.

Zone #6 (Hovley Lane):

Parcels within this Zone are located generally East of Monterey Avenue and West of Portola Avenue and includes parcels and tracts along Hovley Lane West. Zone 6 includes the following subdivisions and Sub-zones:

- Monterey Meadows (Tracts 21791 and 22741)
- Hovley Glen (Tract 25217)
- Hovley Estates (Tract 24591)
- Sonata I (Tract 23982)
- Sonata II (Tracts 24254 -1, 2, 3)
- Hovley Collection (Tract 24603)
- La Paloma I (Tract 24773-1)
- La Paloma II (Tract 24773)
- La Paloma III (Tract 29045)
- Sandpiper Court (Tract 27370)
- Hovley Court West (Tract 29585)
- Sandpiper West (Tract 29579)
- Diamondback Road (Tract 29893)
- Palm Court (Tract 25373)

The parcels within each of the fourteen (14) Sub-zones of Zone 6 (Hovley Lane) receive benefit from various improvements that were installed as part of the separate residential developments and are specific to each tract and subdivision. The assessment for each Sub-zone funds and provides for the parkway landscaping improvements adjacent to each tract along Hovley Lane as well as specific in-tract improvements. The in-tract improvements may include street lighting; dry well and retention basin landscape maintenance; and landscaping of additional parkway areas. The improvements within Zone 6 include street lighting on Clover Lane, Meadow Lane, Hovley Lane West, Centennial Circle, Posada Court, Via Fonda, Sonata Court, Avenida Arcadia, Avenida Solana, Sandpiper Court, Avenida Rosario, Sandpiper Court West Hovley Court, Diamondback Road, and Palm Court; landscaped parkways along Hovley Lane West, Monterey Avenue, Portola Avenue and landscaped retention basins located within Hovley Estates, Hovley Collections, La Paloma 1, La Paloma 2, Sandpiper Court, and Sandpiper Court West.

Upon review of the specific street lighting improvements associated with each of these Sub-zones, the street lighting facilities have been identified as tract specific streetlights. To the extent that some streetlights associated with Hovley Glen, Sonata I and Hovley West Sub-zones are located on the perimeter of the development and provide direct illumination to parcels outside the subdivision, a portion of the maintenance costs (15%) have been identified as a general benefit component. Therefore, the cost of maintaining the street light improvements is allocated as 85% special benefit to properties within these Sub-zones.

Similarly, it has been determined that a portion of the parkway landscape improvements associated with Hovley Glen, Sonata I and Hovley Court West Sub-zones provide a general benefit to properties outside of these Sub-zones. Therefore, 15% of the costs of maintaining these landscaped areas has been removed from the assessments and will be funded from other sources. Also, a portion of Hovley Collection has been determined to provide some general benefit, which has been set at 7.97%. The landscape improvements associated with each of the remaining Sub-zones provide no measurable general benefit to properties outside the Zone or to the public at large, and therefore, their specific local landscaping improvements and the corresponding assessments have been identified 100% as a special benefit to parcels within the Sub-zones.

The property owners in the nine (9) Sub-zones known as Hovley Glen, Hovley Estates, Sonata I, Sonata II, La Paloma I, Sandpiper Court, Sandpiper West, Hovley West and Hovley Collection, were balloted in Fiscal Year 2004/2005 for an increase in their maximum assessment rates. In conjunction with the assessment increase, the City proposed to renovate the existing improvements with more water efficient landscaping and modifications to the irrigation system.

For seven (7) of the nine (9) Sub-zones balloted, majority protest did not exist and the City has moved forward with the plans to renovate and maintain the

improvements in those Sub-zones. However, majority protest existed in Hovley West and Hovley Collection, and the proposed assessment increase for these two Sub-zones will not be imposed. Without the additional maintenance funding, the City will not be able to renovate the improvements for these two Sub-zones, but will continue to maintain the existing improvements at a level of service compensatory with the available assessment revenues at the existing assessment rates. Refer to the budgets for Zone 6 in Section IV of this Report for specifics regarding the proposed assessment for the current fiscal year and the maximum assessment.

In Fiscal Year 2004/2005 the Palm Court Sub-zone was annexed to Zone 6 through property owner protest hearing proceedings. Upon conclusion of a noticed Public Hearing, it was determined that a majority protest did not exist. Upon review of the specific improvements associated within this Sub-zone, benefit conveyed to other properties or to the public at large (general benefit) has been determined by comparison to be incidental. Therefore, the costs of the on-going operation and maintenance of the improvements have been identified and apportioned 100% as a special benefit to the parcels within the Sub-zone.

Zone #7 (Waring Court):

Zone 7 consists of Tract 25304, North of Fred Waring Drive and East of Phyllis Jackson Lane.

These parcels receive special benefit from the ongoing maintenance of landscaped parkways along Fred Waring Drive and Phyllis Jackson Lane adjacent to the tract. The improvements were installed as part of the residential development, and it has been determined that the operation and maintenance of the landscape improvements provide no measurable general benefit to other properties outside the Zone or to the public at large. Therefore, the local landscaping improvements associated with this Zone and the costs of providing these improvements have been identified as 100% special benefit to parcels within Zone 7.

Zone #8 (Palm Gate):

Zone 8 consists of the parcels in Tract 24287 located East of Deep Canyon Road, and North of Fred Waring Drive, on Coral Bells Circle, Daylily Circle, and Moss Rose Drive.

These parcels receive benefit from the maintenance and operation of local street lighting at the entrances to the development at the corners of Deep Canyon Road and Coral Bells Circle, Daylily Circle, and Moss Rose Drive. These parcels also receive special benefit from the maintenance of the landscaped parkways adjacent to the development on Deep Canyon Road.

Both the street lighting and landscape improvements identified for this Zone were installed as part of the residential development and the ongoing maintenance and operation of these improvements provide special benefit to properties within the Zone. It has been determined that these improvements were installed and are maintained solely for the benefit of properties within the Zone and provide no measurable benefit to properties outside the Zone or to the public at large. Therefore, both the interior tract street lighting and the parkway (perimeter) landscaping costs have been identified and apportioned 100% as a special benefit to the parcels within the Zone.

In conjunction with a proposed renovation and upgrade of the existing landscape improvements the property owners in Zone 8 were balloted in Fiscal Year 2004/2005 for an increase in their maximum assessment rates. Majority protest existed and the maximum assessment rate was not increased over the amount previously approved for the Zone. Since the assessment increase was not approved the City did not move forward with the proposed renovations, but continued to maintain the existing improvements at a level of service compensatory with the available assessment revenues at that time.

The property owners in Zone 8 were balloted again during Fiscal Year 2017/2018 for an increase in their maximum assessment rate effective beginning Fiscal Year 2018/2019. Majority protest did not exist and based on the approval of the new assessment rate, the City has moved forward with the proposed renovations.

Zone #9 (The Grove):

Zone 9 consists of the parcels in Tract 24984 South of Goleta Avenue and West of Deep Canyon Road.

These parcels receive special benefits from the improvements and maintenance of street lighting at the entrance to the development at the corner of Deep Canyon Road and Royal Canyon Lane as well as interior street lighting on Kings Canyon Lane, Indian Canyon Lane, Hazel Canyon Lane, and Royal Canyon Lane. These parcels also receive special benefits from the improvements and maintenance of parkway landscaping adjacent to the tract on Deep Canyon Road, and interior landscaping, including an entryway median, parkway landscaping and palm tree trimming within the public right-of-ways on Royal Canyon Lane that were installed as part of the residential tract development.

Both the street lighting and landscape improvements identified for this Zone were installed as part of the residential tract development and the ongoing maintenance and operation of these improvements provide special benefit to properties within the Zone. It has further been determined that these improvements were installed and are maintained solely for the benefit of properties within the Zone and the improvements provide no measurable benefit to properties outside the Zone or to the public at large. Therefore, both the tract street lighting and the landscaping

costs (parkways and interior landscaping) have been identified and apportioned 100% as a special benefit to the parcels within the Zone.

As part of the overall landscaping costs for this Zone, specialized maintenance (palm tree trimming) is budgeted separately as this service is not covered under the regular maintenance contract the City has with its landscape contractor. However, like other landscape maintenance within the Zone this service benefits only the properties within the Zone and has been identified as 100% special benefit.

Zone #11 (Portola Place):

Zone 11 is generally located South of Santa Rosa Way and East of Portola Avenue and consists of the parcels in Tract 27692.

These parcels receive special benefits from the servicing and maintenance of the landscaped parkways adjacent to the tract on Portola Avenue and Santa Rosa Way, and interior tract landscaping on Olive Court installed as part of the residential development.

The developer (D & F Development) was conditioned to form the necessary District Zone for the public improvements that would be installed as part of subdivision tract 27692. In a letter to the City dated April 4, 1994, the developer (sole owner of the property at that time) requested inclusion of the parcels within the tract into the District and to be assessed annually for the cost of maintaining the improvements. This letter constitutes a 100% landowner petition pursuant to Article XIID and supports a position that the assessments imposed prior to July 1, 1997 were exempt from the requirements of Article XIID.

Although the assessments for these improvements were identified as exempt in fiscal Year 1997/1998 and not subject to the procedural requirements of a protest balloting procedure, the improvements and the related assessments for this Zone were identified as 100% special benefit. It has been determined that the ongoing operation and maintenance of the improvements provide no measurable general benefit to other properties outside the Zone or to the public at large. Therefore, these improvements, the corresponding assessments and the annual inflationary adjustment previously approved by landowner petition are in compliance with the substantive requirements of Article XIID. However, any future increases to the assessments will require property owner ballot proceedings.

Zone #13 (Palm Desert Country Club):

Zone 13 is located generally South of Hovley Lane East, North of Fred Waring Drive, West of Warner Trail, and West of Washington and is commonly referred to as the Palm Desert Country Club area.

The parcels within this Zone receive special benefits from the servicing and maintenance of entryway landscaping on State Street and Washington Avenue, parkway landscaping along Fred Waring Drive and local residential street lighting within the Zone.

Parcels within Zone 13 were annexed into the City in Fiscal Year 1994/1995. Prior to City annexation the local improvements within this Zone were assessed and collected by the County through a County Service Area (CSA). When the properties were annexed to the City, the City established this territory as Zone 13 within the District and the CSA fund balance was transferred to the Zone 13 account. For the first two years, the City used the fund balance to fully cover the annual cost of providing the improvements. In Fiscal Year 1996/1997 the remaining fund balance was designated as reserves and the District levied its first annual assessment for the Zone. Because the reserve fund balance was greater than the amount typically held in reserves, the City Council determined that a portion of the reserves would be used each year to offset the annual expenditures thereby allowing the annual assessments to remain fairly constant and also gradually reduce the reserve fund to normal levels. In Fiscal Year 1997/1998, in compliance with Article XIID, a property owner ballot proceeding was conducted to approve the existing annual assessment. At that time, the property owners approved the proposed assessment amount plus an annual inflation adjustment. The assessment amount approved by the property owners was based on the continued policy of utilizing reserve fund contributions to offset the actual expenses for the Zone.

In Fiscal Year 1999/2000, property owners within Zone 13 were re-balloted for an increased assessment to cover the maintenance costs associated with the new landscaping improvements to be installed on Fred Waring Drive. Property owners were balloted for an amount sufficient to cover the actual Zone expenses, although a portion of the existing reserves continued to be used to reduce the annual assessments. Majority protest did not exist; therefore, the City has moved forward with the landscaping improvements plans for Zone 13.

The street lighting and landscape improvements assessed within this Zone clearly provide special benefits to properties within the Zone, therefore, both the street lighting and the landscaping costs (parkways and interior landscaping) have been identified and apportioned 100% as a special benefit to parcels within the Zone.

Zone #14 (K & B at Palm Desert):

Zone 14 is located generally North of Frank Sinatra Drive, West of Portola Avenue, East of Monterey Avenue and South of Gerald Ford Drive. The Zone includes the parcels in Tracts 28258 and 28258-1.

The properties within the boundaries of Zone 14 benefit from street lighting within the development located on Drexell Drive, Heatherwood Drive, Emerson Drive and

Jamerson Road, and Colebridge Street, as well as landscaping associated with the retention basin area located on Heatherwood Drive and dry well areas within the subdivisions installed by the developer as part of the residential development.

In conjunction with a proposed renovation and upgrade of the existing landscape improvements, the property owners in Zone 14 were balloted in Fiscal Year 2004/05 for an increase in their maximum assessment rates. Majority protest did not exist, and based on the approval of the new assessment rate, the City has moved forward with the plans to renovate the improvements with more water efficient landscaping and modifications to the irrigation system.

It has been determined that fifteen percent (15%) of the improvements within the K & B Palm Desert Sub-Zone are of a general benefit to those properties outside of the Sub-zone. Therefore, this percentage of the costs of maintaining the Sub-zone has been removed from the assessment and must be funded from other City funding sources.

Zone #15 (Canyon Crest):

Zone 15 consists of Tract 25102-1 and 25102 generally located east of Deep Canyon Road, south of the Whitewater River Channel, north of Moss Rose Drive, and west of the Palm Desert High School. This Zone was established and annexed to the District on March 11, 1999, pursuant to the Act and a property owner ballot proceeding.

These parcels receive special benefit from the operation and maintenance of landscaped parkways along the east side of Deep Canyon Road from Magnesia Falls (Whitewater River Channel), south to the end of the development (approximately 100 feet north of Buttonwood Drive); perimeter landscaping along the Whitewater River Channel (the northern boundary of the development and District) from Deep Canyon Road eastward to the western boundary of the development (approximately 675 linear feet of the total 1275 feet is landscaped).

The improvements for this Zone were installed as part of the residential developments. It has been determined that the ongoing operation and maintenance of the landscape improvements provide no measurable general benefit to other properties outside the Zone or to the public at large. Therefore, the local landscaping improvements associated with this Zone and the associated annual costs have been identified as 100% special benefit to parcels within Zone 15.

Zone #16 (Shepard Lane):

Zone #16 consists of six (6) separate residential subdivisions identified as Sub-zones. These six Sub-zones are known and identified as:

- College View Estates I (Tract 29444)
- College View Estates II (Tract 30087)
- Sundance West (Tract 30216)
- Sundance East (Tract 30503)
- Petunia I (Tract 30025)
- Boulders (Tract 30030)

Each of these Sub-zones has specific local improvements maintained by the District that were installed as part of these residential developments.

There are several residential subdivisions within the area known as Shepherd Lane. The parcels within each of the six (6) Sub-zones of Zone 16 (Shepard Lane) receive benefit from various improvements that were installed as part of the separate residential developments and are specific to each tract and subdivision. Perimeter landscaping for the Shepherd Lane residential developments includes parkway/perimeter landscaping on the west side of Portola Avenue between Frank Sinatra Drive and Gerald Ford Drive, as well as landscaping on the north side of Frank Sinatra Drive and the south side of Gerald Ford Drive on either side of Shepherd Lane. These improvements benefit the property development within the Shepherd Lane area and each residential subdivision is assessed a proportional share of the costs associated with these landscaped areas as well as specific in-tract improvements.

Specific in-tract improvements include:

Sub-Zone College View Estates I:

- This Sub-zone's proportional benefit of parkway/perimeter landscaping along the west side of Portola Avenue adjacent to the residential subdivision (generally between Frank Sinatra Drive and Gerald Ford Drive);
- Parkway landscaping along both sides of Shepherd Lane adjacent to the residential subdivision (generally between Frank Sinatra Drive and Gerald Ford Drive);
- Streetlights within the residential subdivision and/or adjacent to the subdivision on both the east and west sides of Shepherd Lane and the west side of Portola Avenue installed as part of the residential subdivision.

Sub-Zone College View Estates II:

- This Sub-zone's proportional benefit of parkway/perimeter landscaping on both sides of Shepherd Lane and the west side of Portola Avenue adjacent to the residential subdivision, installed as part of the development of properties therein;
- Streetlights within and adjacent to the residential subdivision.

Sub-Zone Sundance West:

- Two landscape easements located on the west side of Shepherd Lane at Kokopelli Circle.
- Two landscape easements located on the west side of Shepherd Lane at Chinook Circle.
- Parkway landscaping along Shepherd Lane adjacent to the residential subdivision. Specifically, the parkway area on the west side of Shepherd Lane which extends the length of Tract 30216.
- Streetlights within the residential subdivision and/or adjacent to the subdivision on both the east and west sides of Shepherd Lane and the west side of Portola Avenue installed as part of the residential subdivision.

Sub-Zone Sundance East:

- This Sub-zone's proportional benefit of perimeter/parkway landscaping on the west side of Portola Avenue between Frank Sinatra Drive and Gerald Ford Drive associated with the development.
- Parkway landscaping on Shepherd Lane adjacent to the residential development installed as part of the development of properties therein.
- Streetlights within and adjacent to the residential subdivision.

Sub-Zone Petunia I:

- Three landscape easements identified as the parkway landscaping on the east side of Shepherd Lane adjacent to the tract north and south of East Petunia Place and the parkway landscaping easement on the west side of Portola Avenue adjacent to the tract.
- Two landscape easements identified as the parkway landscaping on the west side of Shepherd Lane adjacent to the tract north and south of West Petunia Place.

Sub-Zone The Boulders:

- Parkway landscaping on Shepherd Lane adjacent to the residential development installed as part of the development of properties therein.
- This Sub-zone's proportional benefit of parkway/perimeter landscaping on the west side of Portola Avenue between Frank Sinatra Drive and Gerald Ford Drive, as well as landscaping on the north side of Frank Sinatra Drive and the south side of Gerald Ford Drive on either side of Shepherd Lane.
- Streetlights within and adjacent to the residential subdivision.

It has been determined upon review of the specific improvements that a portion of the street lighting and parkway landscape improvements associated with the College View Estates I, College View Estates II, Sundance East, and Petunia I Sub-zones provide some general benefit to properties outside of these Sub-zones. These improvements include the parkway/perimeter maintenance along Portola Avenue. A portion of the maintenance costs up to 15% have been identified by the City as a general benefit component have been removed from the assessments and will be funded from other sources. The improvements associated with the remaining Sub-zones provide no measurable general benefit to properties outside the Zone, therefore, their specific local landscaping improvements are allocated 100% as special benefit to parcels within the Sub-zones.

III. Method of Apportionment

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments in each Zone of the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to Article XIID Section 4 a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that

parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits. Therefore, in compliance with the new assessment requirements only assessments that are identified as either “Exempt Assessments” or “Special Benefit Assessments” are assessed. The costs of any improvements considered to be “General Benefit” have been eliminated from the District assessments.

B. Benefit Analysis

Each of the proposed improvements, the associated costs and assessments has been carefully reviewed by the City and has been identified and allocated based on benefit pursuant to the provisions of the 1972 Act and Article XIID of the California Constitution. Each improvement and the associated costs have been identified as either “general benefits” or “special benefits”. Although some existing assessments within the District qualified as exempt assessments pursuant to Article XIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4, the improvements associated with these assessments are considered a special benefit to the assessed properties and are in compliance with the substantive requirements of Article XIID Section 4. The maximum assessment rates shown in this report are consistent with the provisions of Article XIID and any new or increased assessments shall be subject to the provisions of Section 4 therein.

Special Benefits

The method of apportionment (or method of assessment) is based on the premise that each of the assessed parcels within the District and Zones receives benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each Zone are for the maintenance of local street lighting and landscaped improvements installed as part of the original development of the parcels within the Zones or were later installed for the benefit of those properties. The desirability and security of properties within each Zone is enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The landscape improvements provided by the District may include landscaped medians, parkways, entryways, slopes and appurtenant facilities. Street lighting improvements may include energy costs and necessary maintenance to the facilities related thereto. The annual assessments outlined in this Report are proposed to cover the estimated costs to provide necessary service, operation, administration and maintenance required each year to keep these improvements in a healthy, vigorous and satisfactory condition.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety and security of property, improvements and goods. Specifically:

- Enhanced deterrence of crime and aid police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels.

General Benefit Contributions

Prior to the passage of Proposition 218, some of the District assessments included maintenance of landscaped medians on various arterial streets within the City. However, since the maintenance of most arterial medians within the City were funded by the City's General Fund, it was determined that the existing assessments for these improvements were not a special benefit and in Fiscal Year 1997/1998 the District assessments related to arterial medians were eliminated.

In addition, any improvement and the associated costs that are considered a general benefit to properties outside the respective Zones or to the public at large have been identified and excluded from the annual assessments. The improvements and associated costs considered to be a general benefit for each Zone are described in Specific Improvements and Special Benefit Zones (Section II). The General Benefit Contribution amount excluded from the annual assessment for each Zone is reflected in the District Budgets (Section IV B). In making this determination it should be noted that parkway, perimeter landscaping and interior landscaping within the City is either funded or maintained by individual property owners or through some type of association, except those maintained and funded through a special District. The City does not usually maintain these types of improvements from General Fund Revenues and, like other similar improvements within the City, the ongoing maintenance of these improvements are a special benefit to the properties associated with the improvements.

Additional General Fund Contributions

In some cases, a Zone's total operating cost may exceed the maximum assessment allowed. In such a case and at the City's discretion, the annual shortfall may be funded through an Additional General Fund Contribution or steps may be taken to reduce the total operating cost for the Zone (such as reducing the service levels). The Additional General Fund Contribution amount for each Zone is reflected in the District Budgets (Section IV B).

C. Assessment Methodology

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used for each Zone should reflect the composition of the parcels, and the improvements and services provided based on each parcel's estimated special benefit.

Equivalent Benefit Units: To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit method of assessment apportionment uses the single-family home as the basic unit of assessment. A single-family home equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home (SFR).

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as

the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

Assessed parcels within Zones 2, 4, 5, 6, 7, 8, 9, 11, 14, 15 and 16 are single-family residential parcels and the application of the EBU method of spread results in an equal assessment.

The following table reflects the various property types and applicable EBUs that may be applied to properties within Zones 3 and 13.

LAND USE /EQUIVALENT BENEFIT UNITS (Zones 3 and 13)

Property Type	Land Use Code	EBU Type Factor	Multiplier to Calculate EBU
Commercial	COM	6.00	Acreage
Residential and Commercial Vacant	VAC	0.30	Acreage
Single Family Residential	SFR	1.00	Units
Condominiums	CON	0.80	Units
Multifamily Residential (Apartment, Duplex, Triplex, etc.)	MFR	0.80	Units
Single Family Vacant Lot	SFV	1.00	Lot
Exempt	NON	0.00	Parcels

Exempt parcels include easements and landscaped areas or common areas.

The benefit formula applied to parcels in each Zone is based on the preceding Equivalent Benefit Unit (EBU) tables. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels in the Zone.

$$\text{Parcel Type EBU} \times \text{Acres or Units} = \text{Parcel EBU}$$

$$\text{Total Balance to Levy in Zone} / \text{Total EBU in Zone} = \text{Levy per EBU}$$

$$\text{Parcel EBU} \times \text{Levy per EBU} = \text{Parcel Levy Amount}$$

D. Assessment Range Formula

Any new or increase in assessments, require certain noticing and meeting requirements by law. The Brown Act defines the terms “new or increased assessment” to exclude certain conditions. These certain conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition was later confirmed by Senate Bill 919 (the Proposition 218 implementing legislation).

An assessment range formula for the District assessments has been confirmed through property owner ballot proceedings in compliance with Article XIID, except those existing assessments within the District which qualified as exempt assessments pursuant to Article XIID, Section 5 of the Constitution and did not require a ballot proceeding under the provisions of Section 4. The assessment range formula shall be applied to the future assessments within the District. The following describes this assessment range formula:

Wherein, if the proposed assessment (levy per unit or rate) is less than or equal to, the prior year’s maximum assessment plus the adjustments described in the following, then the proposed assessment is not considered an increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to the assessment amounts without requiring costly noticing and mailing procedures, which would be added to the District costs and assessments.

If the proposed assessment is less than the maximum assessment approved in the previous fiscal year adjusted by a percentage no greater than three percent (3.0%), or the annual percentage increase of the Consumer Price Index (CPI), whichever is the lesser of the two, the assessment shall not be considered as an increase.

Each year the City shall compute the percentage difference between the CPI on January 1, of each year and the CPI for the previous January 1, or a similar time period, as determined by the Bureau of Labor Statistics for all urban consumers for the Los Angeles, Anaheim and Riverside Area. This percentage difference shall then establish the range of increased maximum assessments allowed based on CPI each year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living. Starting fiscal year 2019/2020 the annual percentage change in the Consumer Price Index (CPI) of “All Urban Consumers” for the Riverside-San Bernardino-Ontario Area will be used.

If the percentage change in CPI is less than three percent (3.00%), then the allowable adjustment to the maximum assessment for each Zone may be increased by CPI. If the percentage change in CPI is greater than three percent

(3.00%), then the allowable adjustment to the maximum assessment for each Zone may be increased by three percent (3.00%). The fact that an assessment range formula is adopted for District assessments does not require that the adjustment be applied each year, nor does it restrict the assessments to the adjustment amount. If the budget and assessments for a given Zone do not require an increase or the increase is less than the allowable adjustment, then the required budget and assessment shall be applied. If the budget and assessments for a given Zone require an increase greater than the allowable adjustment then the proposed assessment is considered an increased assessment and mailed notices, as well as property owner protest ballots are required by Article XIID to impose the assessment increase.

For Fiscal Year 2025/2026, the Bureau of Labor Statistics has established the percentage change of CPI from January 2024 to January 2025 to be 2.94%. Therefore, the previous maximum assessment for each Zone within the District has been adjusted by 2.94% to establish the current maximum assessment allowed.

IV. District Budgets

A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budgets.

DIRECT COSTS:

Maintenance Costs — Includes contracted labor, material and equipment required to properly maintain the landscaping, irrigation systems, drainage systems, fencing, and entry monuments within the Zone.

Landscape Utilities— Includes utility costs for water required for irrigation of landscaped areas and the utility costs for electricity required to operate irrigation systems and ornamental lighting for landscaped areas.

Landscape Extras — Includes the replacement of any materials and equipment needed to make repairs to irrigation systems.

Tree Pruning — Includes the cost of trimming and pruning trees located within the landscaped area.

Street Lighting — Utility costs for electricity required to operate streetlights, as well as the maintenance of the streetlights.

ADMINISTRATION COSTS:

District Administration — The cost to particular departments and staff of the City, for providing the coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments. This item also includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District including required notices, mailings or property owner protest ballot proceedings.

County Administration Fee — This is the cost to the Zone for the County to collect District assessments on the property tax bills.

Note: - *The administrative costs of the District are borne by each Zone in proportion to the aggregate costs of the entire District. Costs related to direct administration are identified as exempt, general and special benefits in the same proportion as the benefit finding for the Direct Service costs. All costs related to the levy of assessments such as county fees and contract administration is applied to each Zone regardless of any benefit findings (no general benefit).*

LEVY BREAKDOWN:

Reserve Collection/(Contribution)— This item includes funds collected or contributed by the Zone's Reserve Fund in order to cover the cost of operation for the Zone. Negative amounts shown for this budget item are contributions from the Reserve Fund that are used to reduce the Balance to Levy. Positive amounts shown for this budget item are collections for the Reserve Fund that would be used in future years to reduce the Balance to Levy. The Reserve Fund eliminates the need for the City to transfer funds from non-District accounts.

CIP Collection/(Contribution) — This item includes funds for the associated costs to perform Capital Improvements as indicated by the Zone's Capital Improvement Plan (CIP), also referred to as improvement renovations, provided during a property owner ballot. If a majority protest does not exist for the proposed renovations, then a CIP collection may be included on the Zone's budget to pay for future costs of the improvements. Positive amounts shown for this budget item are collections for CIP, and may be collected in installments over a period not to exceed five fiscal years. Negative amounts shown for this budget item are contributions to pay for CIP using funds previously collected and are used to reduce the Balance to Levy. The proposed Capital Improvements can include but are not limited to such things as maintenance and replacement of irrigation; maintenance and replacement of lighting; and replacement of shrubs, turf, trees, and other landscaping improvements.

General Benefit Contribution — This item includes funds for the associated costs of any improvements that are considered a general benefit to properties outside

the respective Zones or to the public at large. The improvements and associated costs considered to be a general benefit for each Zone are described in Specific Improvements and Special Benefit Zones (Section II). These funds are added to the Zone account to reduce assessments and may be from either non-District or District sources including City General Fund Contributions and interest earnings.

Additional General Fund Contribution — This item includes additional funds for Zones where the total operating cost exceeds the maximum assessment allowed by an amount greater than the maximum Reserve Collection. An additional General Fund Contribution is performed at the City's discretion and in lieu of taking steps to reduce the total operating cost for the Zone, such as reducing the service levels. These funds may be from either non-District or District sources including City General Fund Contributions and interest earnings.

Balance to Levy — This is the total amount to be collected for the current fiscal year through assessments (for special benefits) or from other revenue sources (for general benefits). The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Account/Other Revenue Source, the Beginning Balance, and the Contribution Replenishment. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

DISTRICT STATISTICS:

Active Parcels — The total number of parcels within the Zone boundary.

Parcels Levied — The total number of parcels within the Zone that are assessed. Non-assessable lots or parcels may include parcels of land principally encumbered by public right-of-ways, easements, common areas, and/or parcels within the boundaries of the Zone that currently do not benefit from the improvements due possibly to development restrictions.

Total Equivalent Benefit Units (EBU) — Equivalent Benefit Unit (EBU) is a numeric value calculated for each parcel based on the parcel's land use and size. The EBU shown in the Zone budget (Section IV B) represents the sum total of the parcel EBUs that receive special benefits from the improvements.

Applied Rate per EBU — This amount represents the rate being applied to each parcel's individual EBU. The Levy per Equivalent Benefit Unit is the result of dividing the total Balance to Levy, by the sum of the Zone EBUs, for the fiscal year.

B. District Budgets

	CANYON COVE ⁽¹⁾	VINEYARDS	PARKVIEW ESTATES ⁽²⁾	DESERT MIRAGE ⁽³⁾	SANDCASTLES	PRIMROSE II
	Zone 02	Zone 03	Zone 04	Zone 05 DM	Zone 05 SC	Zone 05 PR
Maintenance Costs	\$47,500.00	\$3,000.00	\$0.00	\$7,000.00	\$0.00	\$4,500.00
Landscape Utilities (Water/Electrical)	75,000.00	2,500.00	0.00	3,750.00	0.00	2,100.00
Landscape Extras (Materials/Special Maintenance)	30,000.00	1,500.00	0.00	5,000.00	0.00	1,500.00
Tree Pruning	20,000.00	1,750.00	0.00	4,000.00	0.00	850.00
Street Lighting	550.00	1,500.00	5,500.00	1,000.00	2,000.00	250.00
Annual Direct Costs (Subtotal)	\$173,050.00	\$10,250.00	\$5,500.00	\$20,750.00	\$2,000.00	\$9,200.00
District Administration	\$6,564.20	\$2,819.16	\$850.00	\$2,439.34	\$1,685.13	\$1,953.84
County Administration Fees	196.08	153.78	172.58	105.37	111.01	109.13
Administration Costs (Subtotal)	\$6,760.28	\$2,972.94	\$1,022.58	\$2,544.71	\$1,796.14	\$2,062.97
Total Operating Costs	\$179,810.28	\$13,222.94	\$6,522.58	\$23,294.71	\$3,796.14	\$11,262.97
Reserve Fund Collection/(Contribution)	337.94	(693.71)	118.65	412.44	(2,523.13)	1,067.87
CIP Collection/(Contribution)	0.00	(1,139.23)	0.00	(7,627.26)	1,063.99	(4,338.84)
General Benefit Contribution (General Fund)	(149,242.53)	0.00	(652.26)	(3,493.89)	0.00	0.00
General Fund Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	0.00
Levy Adjustments (Subtotal)	(\$148,904.59)	(\$1,832.94)	(\$533.61)	(\$10,708.71)	(\$1,459.14)	(\$3,270.97)
Balance To Levy	\$30,905.69	\$11,390.00	\$5,988.97	\$12,586.00	\$2,337.00	\$7,992.00
District Statistics						
Active Parcels	225	147	176	29	41	37
Parcels Levied	222	132	172	29	41	37
Total Equivalent Benefit Units (EBU)	222.00	134.00	172.00	29.00	41.00	37.00
Current Year Maximum Rate per EBU	139.21	100.14	34.82	598.15	81.86	275.41
Current Year Applied Rate per EBU	139.21	85.00	34.82	434.00	57.00	216.00
Above/Below Maximum Rate	\$0.00	(\$15.14)	\$0.00	(\$164.15)	(\$24.86)	(\$59.41)
Prior Year Maximum Rate per EBU	135.24	97.28	33.83	581.09	79.52	267.56
Prior Year Applied Rate per EBU	135.24	85.00	33.83	434.00	57.00	216.00
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	2.94%	2.94%	2.94%
Reserve Fund						
Estimated Beginning Reserve Balance - June 30, 2025	\$1,562.00	\$11,272.06	\$1,431.68	\$15,428.21	\$5,560.04	\$7,942.51
Reserve Fund Collection/(Contribution)	337.94	(693.71)	118.65	412.44	(2,523.13)	1,067.87
Estimated Ending Reserve Balance - June 30, 2026	\$1,899.94	\$10,578.35	\$1,550.33	\$15,840.65	\$3,036.91	\$9,010.38
CIP Fund						
Estimated Beginning CIP Fund Balance - June 30, 2025	\$0.00	\$27,055.32	\$0.00	\$14,051.96	\$2,025.68	\$15,357.09
CIP Fund Collection/(Contribution)	0.00	(1,139.23)	0.00	(7,627.26)	1,063.99	(4,338.84)
Estimated Ending CIP Fund Balance - June 30, 2026	\$0.00	\$25,916.09	\$0.00	\$6,424.70	\$3,089.67	\$11,018.25

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

	MONTEREY MEADOWS	HOVLEY GLEN ⁽³⁾	HOVLEY ESTATES	SONATA I ⁽³⁾	SONATA II	HOVLEY COLLECTION ⁽¹⁾
	Zone 06 MM	Zone 06 HG	Zone 06 HE	Zone 06 S1	Zone 06 S2	Zone 06 HC
Maintenance Costs	\$1,900.00	\$3,750.00	\$2,000.00	\$4,500.00	\$6,000.00	\$5,000.00
Landscape Utilities (Water/Electrical)	2,500.00	2,500.00	1,800.00	4,000.00	3,000.00	1,750.00
Landscape Extras (Materials/Special Maintenance)	500.00	2,000.00	750.00	1,500.00	1,500.00	5,000.00
Tree Pruning	1,500.00	6,500.00	6,500.00	1,850.00	7,250.00	6,500.00
Street Lighting	900.00	0.00	0.00	210.00	410.00	400.00
Annual Direct Costs (Subtotal)	\$7,300.00	\$14,750.00	\$11,050.00	\$12,060.00	\$18,160.00	\$18,650.00
District Administration	\$2,067.92	\$2,840.33	\$1,844.41	\$1,840.33	\$2,339.46	\$1,913.84
County Administration Fees	110.54	99.26	99.26	99.26	135.92	109.60
Administration Costs (Subtotal)	\$2,178.46	\$2,939.59	\$1,943.67	\$1,939.59	\$2,475.38	\$2,023.44
Total Operating Costs	\$9,478.46	\$17,689.59	\$12,993.67	\$13,999.59	\$20,635.38	\$20,673.44
Reserve Fund Collection/(Contribution)	3,400.77	(4,781.21)	489.81	(3,601.53)	(2,184.70)	0.00
CIP Collection/(Contribution)	(7,479.23)	0.00	(5,483.48)	0.00	0.00	0.00
General Benefit Contribution (General Fund)	0.00	(2,653.91)	0.00	(2,100.32)	0.00	(8,831.92)
General Fund Contribution (General Fund)	0.00	(3,111.46)	0.00	0.00	0.00	(4,139.67)
Levy Adjustments (Subtotal)	(\$4,078.46)	(\$10,546.58)	(\$4,993.67)	(\$5,701.85)	(\$2,184.70)	(\$12,971.59)
Balance To Levy	\$5,400.00	\$7,143.01	\$8,000.00	\$8,297.74	\$18,450.68	\$7,701.85
District Statistics						
Active Parcels	40	16	17	16	94	38
Parcels Levied	40	16	16	16	94	38
Total Equivalent Benefit Units (EBU)	40.00	16.00	16.00	16.00	94.00	38.00
Current Year Maximum Rate Per EBU	139.21	446.44	628.80	518.61	196.28	202.68
Current Year Applied Rate per EBU	135.00	446.44	500.00	518.61	196.28	202.68
Above/Below Maximum Rate	(\$4.21)	\$0.00	(\$128.80)	\$0.00	\$0.00	\$0.00
Prior Year Maximum Rate per EBU	135.24	433.70	610.86	503.82	190.68	196.90
Prior Year Applied Rate per EBU	131.46	433.70	457.00	503.82	190.68	196.90
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	2.94%	2.94%	2.94%
Reserve Fund						
Estimated Beginning Reserve Balance - June 30, 2025	(\$292.51)	\$4,781.21	\$8,948.60	\$4,760.94	\$3,088.43	(\$7,871.60)
Reserve Fund Collection/(Contribution)	3,400.77	(4,781.21)	489.81	(3,601.53)	(2,184.70)	0.00
Estimated Ending Reserve Balance - June 30, 2026	\$3,108.26	\$0.00	\$9,438.41	\$1,159.41	\$903.73	(\$7,871.60)
CIP Fund						
Estimated Beginning CIP Fund Balance - June 30, 2025	\$7,479.23	\$0.00	\$5,483.48	\$0.00	\$0.00	\$0.00
CIP Fund Collection/(Contribution)	(7,479.23)	0.00	(5,483.48)	0.00	0.00	0.00
Estimated Ending CIP Fund Balance - June 30, 2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

	LA PALOMA I Zone 06 L1	LA PALOMA II Zone 06 L2	LA PALOMA III Zone 06 L3	SANDPIPER COURT Zone 06 SP	SANDPIPER WEST Zone 06 SW	HOVLEY COURT WEST ⁽³⁾ Zone 06 HW
Maintenance Costs	\$2,100.00	\$2,100.00	\$2,100.00	\$2,200.00	\$2,300.00	\$3,300.00
Landscape Utilities (Water/Electrical)	1,600.00	2,100.00	2,100.00	2,000.00	2,100.00	2,250.00
Landscape Extras (Materials/Special Maintenance)	1,500.00	1,000.00	1,000.00	1,250.00	1,250.00	2,500.00
Tree Pruning	850.00	650.00	1,500.00	2,000.00	2,500.00	1,250.00
Street Lighting	200.00	200.00	0.00	200.00	200.00	200.00
Annual Direct Costs (Subtotal)	\$6,250.00	\$6,050.00	\$6,700.00	\$7,650.00	\$8,350.00	\$9,500.00
District Administration	\$1,844.41	\$1,844.41	\$1,833.77	\$1,837.49	\$1,837.49	\$1,837.49
County Administration Fees	99.26	99.26	98.79	99.26	99.26	99.26
Administration Costs (Subtotal)	\$1,943.67	\$1,943.67	\$1,932.56	\$1,936.75	\$1,936.75	\$1,936.75
Total Operating Costs	\$8,193.67	\$7,993.67	\$8,632.56	\$9,586.75	\$10,286.75	\$11,436.75
Reserve Fund Collection/(Contribution)	(610.68)	(1,363.71)	(3,649.65)	(1,348.65)	(1,351.69)	(1,230.29)
CIP Collection/(Contribution)	(2,302.99)	(1,893.96)	(407.91)	(830.10)	(1,719.06)	(2,923.28)
General Benefit Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	(1,715.18)
General Fund Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	0.00
Levy Adjustments (Subtotal)	(\$2,913.67)	(\$3,257.67)	(\$4,057.56)	(\$2,178.75)	(\$3,070.75)	(\$5,868.75)
Balance To Levy	\$5,280.00	\$4,736.00	\$4,575.00	\$7,408.00	\$7,216.00	\$5,568.00
District Statistics						
Active Parcels	17	19	17	19	19	18
Parcels Levied	16	16	15	16	16	16
Total Equivalent Benefit Units (EBU)	16.00	16.00	15.00	16.00	16.00	16.00
Current Year Maximum Rate per EBU	595.15	612.67	446.65	611.27	606.58	471.86
Current Year Applied Rate per EBU	330.00	296.00	305.00	463.00	451.00	348.00
Above/Below Maximum Rate	(\$265.15)	(\$316.67)	(\$141.65)	(\$148.27)	(\$155.58)	(\$123.86)
Prior Year Maximum Rate per EBU	578.18	595.19	433.91	593.83	589.28	458.40
Prior Year Applied Rate per EBU	330.00	296.00	305.00	463.00	451.00	348.00
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	2.94%	2.94%	2.94%
Reserve Fund						
Estimated Beginning Reserve Balance - June 30, 2025	\$7,165.62	\$7,758.65	\$10,555.70	\$9,018.05	\$9,581.09	\$9,007.54
Reserve Fund Collection/(Contribution)	(610.68)	(1,363.71)	(3,649.65)	(1,348.65)	(1,351.69)	(1,230.29)
Estimated Ending Reserve Balance - June 30, 2026	\$6,554.94	\$6,394.94	\$6,906.05	\$7,669.40	\$8,229.40	\$7,777.25
CIP Fund						
Estimated Beginning CIP Fund Balance - June 30, 2025	\$5,156.60	\$9,136.96	\$20,135.81	\$7,547.77	\$5,210.80	\$4,262.86
CIP Fund Collection/(Contribution)	(2,302.99)	(1,893.96)	(407.91)	(830.10)	(1,719.06)	(2,923.28)
Estimated Ending CIP Fund Balance - June 30, 2026	\$2,853.61	\$7,243.00	\$19,727.90	\$6,717.67	\$3,491.74	\$1,339.58

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

	DIAMONDBACK Zone 06 DB	PALM COURT Zone 06 PC	WARING COURT Zone 07	PALM GATE Zone 08	THE GROVE Zone 09	PORTOLA PLACE Zone 11
Maintenance Costs	\$1,500.00	\$1,750.00	\$3,000.00	\$1,750.00	\$6,500.00	\$2,750.00
Landscape Utilities (Water/Electrical)	2,500.00	1,500.00	1,250.00	750.00	5,250.00	1,000.00
Landscape Extras (Materials/Special Maintenance)	500.00	750.00	750.00	2,500.00	5,000.00	500.00
Tree Pruning	1,500.00	1,250.00	1,000.00	1,500.00	8,500.00	1,500.00
Street Lighting	250.00	200.00	0.00	0.00	4,250.00	0.00
Annual Direct Costs (Subtotal)	\$6,250.00	\$5,450.00	\$6,000.00	\$6,500.00	\$29,500.00	\$5,750.00
District Administration	\$1,898.63	\$1,523.62	\$2,140.33	\$1,959.76	\$2,422.13	\$1,864.83
County Administration Fees	101.14	101.14	99.26	109.13	141.09	102.55
Administration Costs (Subtotal)	\$1,999.77	\$1,624.76	\$2,239.59	\$2,068.89	\$2,563.22	\$1,967.38
Total Operating Costs	\$8,249.77	\$7,074.76	\$8,239.59	\$8,568.89	\$32,063.22	\$7,717.38
Reserve Fund Collection/(Contribution)	545.52	(814.86)	(2,227.99)	(1,267.21)	(2,124.74)	(1,434.27)
CIP Collection/(Contribution)	(3,815.29)	(1,659.90)	(235.60)	3,243.32	(8,308.48)	(1,959.11)
General Benefit Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	0.00
General Fund Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	0.00
Levy Adjustments (Subtotal)	(\$3,269.77)	(\$2,474.76)	(\$2,463.59)	\$1,976.11	(\$10,433.22)	(\$3,393.38)
Balance To Levy	\$4,980.00	\$4,600.00	\$5,776.00	\$10,545.00	\$21,630.00	\$4,324.00
District Statistics						
Active Parcels	20	20	16	37	105	23
Parcels Levied	20	20	16	37	105	23
Total Equivalent Benefit Units (EBU)	20.00	20.00	16.00	37.00	105.00	23.00
Current Year Maximum Rate per EBU	600.04	416.79	685.39	365.60	335.94	309.95
Current Year Applied Rate per EBU	249.00	230.00	361.00	285.00	206.00	188.00
Above/Below Maximum Rate	(\$351.04)	(\$186.79)	(\$324.39)	(\$80.60)	(\$129.94)	(\$121.95)
Prior Year Maximum Rate per EBU	582.93	404.90	665.84	355.17	326.36	301.10
Prior Year Applied Rate per EBU	249.00	230.00	361.00	285.00	206.00	188.00
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	2.94%	2.94%	2.94%
Reserve Fund						
Estimated Beginning Reserve Balance - June 30, 2025	\$6,014.29	\$6,474.67	\$8,819.66	\$8,122.32	\$27,775.31	\$7,608.18
Reserve Fund Collection/(Contribution)	545.52	(814.86)	(2,227.99)	(1,267.21)	(2,124.74)	(1,434.27)
Estimated Ending Reserve Balance - June 30, 2026	\$6,559.81	\$5,659.81	\$6,591.67	\$6,855.11	\$25,650.57	\$6,173.91
CIP Fund						
Estimated Beginning CIP Fund Balance - June 30, 2025	\$11,192.42	\$18,757.69	\$28,800.67	\$45,021.31	\$42,231.23	\$20,435.67
CIP Fund Collection/(Contribution)	(3,815.29)	(1,659.90)	(235.60)	3,243.32	(8,308.48)	(1,959.11)
Estimated Ending CIP Fund Balance - June 30, 2026	\$7,377.13	\$17,097.79	\$28,565.07	\$48,264.63	\$33,922.75	\$18,476.56

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

	PD COUNTRY CLUB Zone 13	K & B AT PALM DESERT ⁽³⁾ Zone 14	CANYON CREST Zone 15	COLLEGE VIEW ESTATES II ⁽³⁾ Zone 16 CV2	SUNDANCE WEST Zone 16 SD	COLLEGE VIEW ESTATES I ⁽³⁾ Zone 16 CV1
Maintenance Costs	\$6,750.00	\$12,500.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
Landscape Utilities (Water/Electrical)	6,500.00	1,500.00	2,300.00	2,500.00	1,500.00	3,000.00
Landscape Extras (Materials/Special Maintenance)	15,000.00	2,500.00	2,500.00	5,750.00	5,000.00	5,000.00
Tree Pruning	6,000.00	6,750.00	2,000.00	2,750.00	2,500.00	3,000.00
Street Lighting	40,000.00	400.00	0.00	350.00	200.00	350.00
Annual Direct Costs (Subtotal)	\$74,250.00	\$23,650.00	\$10,550.00	\$15,100.00	\$12,950.00	\$15,100.00
District Administration	\$13,928.33	\$2,864.08	\$2,317.90	\$1,867.28	\$1,917.28	\$1,753.91
County Administration Fees	881.81	168.35	123.23	106.78	106.78	106.78
Administration Costs (Subtotal)	\$14,810.14	\$3,032.43	\$2,441.13	\$1,974.06	\$2,024.06	\$1,860.69
Total Operating Costs	\$89,060.14	\$26,682.43	\$12,991.13	\$17,074.06	\$14,974.06	\$16,960.69
Reserve Fund Collection/(Contribution)	(3,565.41)	(8,447.32)	(1,011.10)	(7,002.98)	(2,876.93)	(598.06)
CIP Collection/(Contribution)	(16,320.07)	1,904.36	(4,007.03)	(661.36)	(5,121.13)	(6,361.97)
General Benefit Contribution (General Fund)	0.00	(4,002.47)	0.00	(2,561.71)	0.00	(2,544.65)
General Fund Contribution (General Fund)	0.00	0.00	0.00	0.00	0.00	0.00
Levy Adjustments (Subtotal)	(\$19,885.48)	(\$10,545.43)	(\$5,018.13)	(\$10,226.05)	(\$7,998.06)	(\$9,504.68)
Balance To Levy	\$69,174.66	\$16,137.00	\$7,973.00	\$6,848.00	\$6,976.00	\$7,456.00
District Statistics						
Active Parcels	1,865	165	71	32	36	32
Parcels Levied	1,681	163	67	32	32	32
Total Equivalent Benefit Units (EBU)	2,161.71	163.00	67.00	32.00	32.00	32.00
Current Year Maximum Rate per EBU	45.71	189.24	247.28	723.35	702.28	520.42
Current Year Applied Rate per EBU	32.00	99.00	119.00	214.00	218.00	233.00
Above/Below Maximum Rate	(\$13.71)	(\$90.24)	(\$128.28)	(\$509.35)	(\$484.28)	(\$287.42)
Prior Year Maximum Rate per EBU	44.40	183.84	240.23	702.72	682.25	505.57
Prior Year Applied Rate per EBU	32.00	99.00	119.00	214.00	218.00	233.00
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	2.94%	2.94%	2.94%
Reserve Fund						
Estimated Beginning Reserve Balance - June 30, 2025	\$74,813.52	\$26,591.28	\$11,404.00	\$18,612.85	\$14,856.18	\$12,130.89
Reserve Fund Collection/(Contribution)	(3,565.41)	(8,447.32)	(1,011.10)	(7,002.98)	(2,876.93)	(598.06)
Estimated Ending Reserve Balance - June 30, 2026	\$71,248.11	\$18,143.96	\$10,392.90	\$11,609.87	\$11,979.25	\$11,532.83
CIP Fund						
Estimated Beginning CIP Fund Balance - June 30, 2025	\$68,526.90	\$75,456.99	\$34,724.47	\$62,052.95	\$24,671.11	\$48,867.87
CIP Fund Collection/(Contribution)	(16,320.07)	1,904.36	(4,007.03)	(661.36)	(5,121.13)	(6,361.97)
Estimated Ending CIP Fund Balance - June 30, 2026	\$52,206.83	\$77,361.35	\$30,717.44	\$61,391.59	\$19,549.98	\$42,505.90

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

	PETUNIA I ⁽³⁾ Zone 16 P1	SUNDANCE EAST ⁽³⁾ Zone 16 SE	THE BOULDERS Zone 16 BD	L&L TOTAL District
Maintenance Costs	\$4,500.00	\$2,100.00	\$6,500.00	\$163,850.00
Landscape Utilities (Water/Electrical)	1,500.00	8,500.00	1,500.00	152,100.00
Landscape Extras (Materials/Special Maintenance)	3,500.00	2,000.00	5,000.00	114,000.00
Tree Pruning	1,500.00	2,100.00	1,000.00	108,300.00
Street Lighting	350.00	200.00	100.00	60,370.00
Annual Direct Costs (Subtotal)	\$11,350.00	\$14,900.00	\$14,100.00	\$598,620.00
District Administration	\$1,663.52	\$1,558.47	\$1,613.52	\$81,486.58
County Administration Fees	106.78	98.32	99.26	4,549.28
Administration Costs (Subtotal)	\$1,770.30	\$1,656.79	\$1,712.78	\$86,035.86
Total Operating Costs	\$13,120.30	\$16,556.79	\$15,812.78	\$684,655.86
Reserve Fund Collection/(Contribution)	(1,830.39)	117.76	(7,540.08)	(57,589.53)
CIP Collection/(Contribution)	(3,145.30)	(9,753.26)	(4,240.70)	(95,522.87)
General Benefit Contribution (General Fund)	(1,968.61)	(2,483.29)	0.00	(182,250.75)
General Fund Contribution (General Fund)	0.00	0.00	0.00	(7,251.13)
Levy Adjustments (Subtotal)	(\$6,944.30)	(\$12,118.79)	(\$11,780.78)	(\$342,614.28)
Balance To Levy	\$6,176.00	\$4,438.00	\$4,032.00	\$342,041.58
District Statistics				
Active Parcels	32	14	16	3,469
Parcels Levied	32	14	16	3,238
Total Equivalent Benefit Units (EBU)	32.00	14.00	16.00	3,720.71
Current Year Maximum Rate per EBU	461.96	737.50	512.22	0.00
Current Year Applied Rate per EBU	193.00	317.00	252.00	0.00
Above/Below Maximum Rate	(\$268.96)	(\$420.50)	(\$260.22)	\$0.00
Prior Year Maximum Rate per EBU	448.79	716.46	497.61	0.00
Prior Year Applied Rate per EBU	193.00	317.00	252.00	0.00
CPI Increase for Fiscal Year 2025/2026	2.94%	2.94%	2.94%	0.00%
Reserve Fund				
Estimated Beginning Reserve Balance - June 30, 2025	\$10,751.74	\$11,141.04	\$20,190.30	\$375,004.45
Reserve Fund Collection/(Contribution)	(1,830.39)	117.76	(7,540.08)	(57,589.53)
Estimated Ending Reserve Balance - June 30, 2026	\$8,921.35	\$11,258.80	\$12,650.22	\$317,414.92
CIP Fund				
Estimated Beginning CIP Fund Balance - June 30, 2025	\$37,816.00	\$19,223.01	\$41,925.89	\$702,607.74
CIP Fund Collection/(Contribution)	(3,145.30)	(9,753.26)	(4,240.70)	(95,522.87)
Estimated Ending CIP Fund Balance - June 30, 2026	\$34,670.70	\$9,469.75	\$37,685.19	\$607,084.87

(1) Designates a Percentage of Direct and Administrative Fees as General Benefit

(2) Designates 10% of Direct and Administrative Fees as General Benefit

(3) Designates 15% of Direct and Administrative Fees as General Benefit

Appendix A — District Boundary Maps

The Boundary Maps for the District and/or Zones are on file in the office of Public Works and are by reference made part of this Report. The Boundary Maps are also available for inspection at the Office of Public Works.

Appendix B — 2025/2026 Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Riverside County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

[illegible]

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
628-303-022	72815 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-023	72795 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-024	72775 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-025	72755 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-028	72715 SWEETBUSH DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-029	72705 SWEETBUSH LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-032	72735 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
628-303-034	72725 SWEETBUSH LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-001	73090 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-002	73110 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-003	73130 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-004	73150 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-005	73170 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-006	73190 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-007	73210 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-008	73230 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-431-009	73250 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-001	73090 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-002	73110 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-003	73130 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-004	73150 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-005	73170 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-006	73175 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-007	73155 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-008	73135 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-009	73115 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-432-010	73095 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-001	47391 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-002	47371 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-003	47331 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-004	47291 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-005	47251 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-006	47290 PRINCES PLUME LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-007	47280 PRINCES PLUME LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-008	47270 PRINCES PLUME LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-009	73195 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-010	73175 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-011	73155 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-012	73135 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-013	73115 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-014	73095 DEER GRASS DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-016	73110 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-019	73170 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-022	73200 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-433-023	73130 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-434-001	73251 AMBER ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-434-002	73330 CALICO CACTUS LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-434-003	73230 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-434-004	73235 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-434-005	73230 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-001	47440 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-002	47410 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-003	47370 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-004	47340 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-024	47310 HELIOTROPE AVE	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-025	47270 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-026	47240 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-027	47210 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-441-028	47170 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-020	73450 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-021	73430 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-022	73410 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-023	73390 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-024	73370 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-025	73350 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-026	73330 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-027	73310 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-028	73290 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-029	73270 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-030	47310 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-031	47270 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-032	47230 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-033	47190 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-034	NO SITUS AVAILABLE	SVF	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-035	47235 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-036	47265 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-037	47295 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-038	47290 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-039	47260 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-040	47230 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-041	47190 GOLDEN BUSH CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-042	47195 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-043	47235 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-044	47265 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-045	47295 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-046	47290 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-047	47260 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-048	47230 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-049	47190 ROSE SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-050	47195 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-051	47235 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-052	47265 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
630-442-053	47295 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-054	47290 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-055	47260 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-056	47230 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-057	47190 SAND SAGE CT	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-058	47175 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-059	47215 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-060	47245 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-442-061	47275 HELIOTROPE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-001	73250 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-002	73270 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-003	73290 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-004	73310 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-005	73330 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-006	73350 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-007	73370 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-008	73390 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-009	73410 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-010	73430 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-011	73450 CALLIANDRA ST	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-012	73455 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-013	73435 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-014	73415 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-015	73395 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-016	73375 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-017	73355 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-018	73335 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-019	73315 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-020	73295 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-021	73275 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-443-022	73255 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-001	47175 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-002	47195 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-003	47215 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-004	47245 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-005	47275 BLAZING STAR LN	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
630-444-006	73250 DESERT ROSE DR	SFR	1.00	139.21	139.20	Landscape and Lighting District Zone 02, Canyon Cove
622-170-009	43342 CALLAWAY CT	MFR	2.40	240.34	204.00	Landscape and Lighting District Zone 03, Vineyards
622-170-010	43343 CALLAWAY CT	MFR	1.60	160.22	136.00	Landscape and Lighting District Zone 03, Vineyards
622-171-001	43400 STONY HILL CT ##A	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-002	43400 STONY HILL CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-003	43370 STONY HILL CT ##A	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-004	43370 STONY HILL CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-006	43344 MONDAVI CT ##A	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-007	43344 MONDAVI CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-008	43345 MONDAVI CT ##A	SFR	1.00	100.14	85.00	Landscape

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
622-171-067	43379 MARTINI CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-069	43373 CALLAWAY CT ##A	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-070	43373 CALLAWAY CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-071	43374 MONDAVI CT ##A	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-171-072	43374 MONDAVI CT ##B	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-001	43430 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-002	43440 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-003	43450 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-004	43460 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-005	43470 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-006	43480 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-007	43490 STONY HILL ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-008	73985 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-009	73969 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-010	73953 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-011	73937 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-012	73921 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-013	73905 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-014	73889 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-015	73875 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-016	73857 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-017	73841 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-018	73825 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-019	73809 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-020	73793 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-021	73777 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-180-022	73761 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-001	73760 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-002	73780 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-003	73796 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-004	73812 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-005	73828 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-006	73844 KRUG AVE	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-007	73849 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-008	73833 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-009	73819 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-010	73807 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-011	73800 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-012	73810 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-013	73812 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-014	73826 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-015	73842 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-016	73858 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-017	73874 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-018	73890 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-019	73906 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone 03, Vineyards
622-181-020	73920 MASSON ST	SFR	1.00	100.14	85.00	Landscape and Lighting District Zone

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
624-171-009	74360 BUTTONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-010	74350 BUTTONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-011	74351 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-012	74361 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-013	74381 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-014	74391 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-015	74401 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-016	74411 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-171-017	74421 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-002	43260 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-003	43240 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-004	43210 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-005	43180 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-006	43150 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-007	43120 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-008	43100 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-009	43082 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-010	43081 SILK TREE LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-012	74450 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-013	74420 SANTOLINA DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-014	43150 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-015	43120 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-016	43100 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-017	43042 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-018	43041 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-019	43081 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-020	43101 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-021	43121 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-022	43151 BALSAM LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-023	43150 BUTTOWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-024	43120 BUTTONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-025	43100 BUTTIONWOOD LN	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-026	43080 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-027	43042 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-028	43041 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-029	43081 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-030	43101 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-031	43121 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-032	43151 BUTTIONWOOD DR	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-033	43150 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-034	43120 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-035	43100 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-036	43080 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-037	43050 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-172-041	NO SITUS AVAILABLE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-180-001	74237 RUTLEDGE AVE	SFR	1.00	34.82	34.82	Landscape and Lighting District Zone 04, Parkview Estates
624-180-002	74263 MYRSINE AVE	SFR	1.00	34.82	34.82	L

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

[illegible]

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
620-362-023	38615 DESERT MIRAGE DR	SFR	1.00	598.15	434.00	Landscape and Lighting District Zone 05, Desert Mirage
620-362-024	38605 DESERT MIRAGE DR	SFR	1.00	598.15	434.00	Landscape and Lighting District Zone 05, Desert Mirage
632-421-001	41945 CARLOTTA DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-002	41955 CARLOTTA DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-003	41965 CARLOTTA DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-004	41960 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-005	41950 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-006	41940 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-007	41945 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-008	41955 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-009	41965 FREEDOM CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-010	41960 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-011	41950 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-012	41940 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-013	41945 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-014	41955 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-015	41965 MARYN CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-016	41960 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-017	41950 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-018	41940 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-019	41945 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-020	41955 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-021	41965 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-022	41975 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-023	41985 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-421-024	41995 HEMINGWAY CT	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-001	75525 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-002	75535 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-003	75545 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-004	75555 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-005	75565 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-006	75575 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-007	75585 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-008	75595 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-009	75605 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-010	75615 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-011	75625 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-012	75635 DEMPSEY DR	SVF	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-422-013	75645 DEMPSEY DR	SFR	1.00	275.41	216.00	Landscape and Lighting District Zone 05, Primrose II
632-361-001	75687 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-002	75695 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-003	75701 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-004	75707 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-005	75713 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-006	75748 EASY ST	SFR	1.00	81.86	57.00	Landscape and Lighting District Zone 05, Sandcastles
632-361-007	75742 EASY ST	SFR	1.00	81.86	57.00	

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

[illegible]

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
622-290-058	40710 GLENWOOD LN	SFR	1.00	446.44	446.44	Landscape and Lighting District Zone 06, Hovley Glen
622-290-059	40740 GLENWOOD LN	SFR	1.00	446.44	446.44	Landscape and Lighting District Zone 06, Hovley Glen
622-340-001	40750 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-002	40780 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-003	40810 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-004	40840 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-005	40870 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-006	40900 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-007	40930 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-008	40960 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-009	NO SITUS AVAILABLE	SVF	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-010	40935 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-011	40905 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-012	40875 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-013	40845 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-014	40815 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-015	40785 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-016	40755 AVENIDA ARCAD A	SFR	1.00	595.15	330.00	Landscape and Lighting District Zone 06, La Paloma I
622-340-018	40750 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-019	40780 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-020	40810 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-021	40840 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-022	40870 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-023	40900 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-024	40930 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-025	40960 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-026	40965 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-027	40935 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-028	40905 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-029	40875 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-030	40845 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-031	40815 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-032	40785 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-340-033	40755 AVENIDA ROSARIO	SFR	1.00	612.67	296.00	Landscape and Lighting District Zone 06, La Paloma II
622-300-020	40748 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-021	40776 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-022	40808 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-023	40836 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-024	40868 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-025	40896 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-026	40956 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-027	40963 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-028	40931 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-029	40893 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-030	40861 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-031	40833 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-032	40801 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-033	40773 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-300-034	40741 AVENIDA SOLANA	SFR	1.00	446.65	305.00	Landscape and Lighting District Zone 06, La Paloma III
622-290-004	40751 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-005	40725 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-006	40697 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-007	40669 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-008	40641 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-009	40613 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-010	40585 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-011	40557 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-012	40529 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-013	40501 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-014	40500 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-015	40528 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-016	40556 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-017	40588 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-018	40612 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-019	40640 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-020	40668 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-021	40696 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-022	40724 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-023	40750 MEADOW LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-024	40751 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-025	40725 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-026	40697 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-027	40669 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-028	40641 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-029	40613 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-030	40585 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-031	40557 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-032	40529 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-033	40501 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-034	40500 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-035	40528 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-036	40556 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-037	40588 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-038	40612 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-039	40640 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-040	40668 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-041	40696 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-042	40724 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-290-043	40750 CLOVER LN	SFR	1.00	139.21	135.00	Landscape and Lighting District Zone 06, Monterey Meadows
622-311-027	40747 PALM CT	SFR	1.00	416.79	230.00	Landscape and Lighting District Zone 06, Palm Court
622-311-028	40729 PALM CT	SFR	1.00	416.79	230.00	Landscape and Lighting District Zone 06, Palm Court
622-311-029	40701 PALM CT	SFR	1.00	416.79	230.00	Landscape and Lighting District Zone 06, Palm Court

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Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
622-312-002	73441 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-312-003	73435 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-312-004	73421 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-312-005	73413 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-312-006	73401 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-001	40681 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-002	40653 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-011	73504 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-021	40632 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-022	40654 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-023	40686 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-024	40712 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-025	40744 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-027	73548 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-028	73554 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-029	73566 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-030	40580 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-031	40600 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-032	40621 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-033	40593 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-034	40561 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-035	40535 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-036	73470 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-037	73482 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-038	73488 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-039	73496 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-040	73512 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-041	73520 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-042	73532 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-321-043	73540 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-006	40603 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-012	40746 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-024	40744 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-036	40748 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-037	73463 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-038	40745 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-039	40715 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-040	40683 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-041	40657 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-042	40629 VIA FONDA	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-043	40590 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-044	40622 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-045	40650 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-046	40688 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-047	40716 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-048	40743 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-049	40711 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-050	40685 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-051	40651 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-052	40625 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-053	40595 CABANA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-054	40592 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-055	40620 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-056	40652 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-057	40680 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-058	40710 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-059	40747 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-060	40713 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-061	40679 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-062	40655 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-063	40623 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-064	40589 BARANDA CT	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-065	40598 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-066	40630 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-067	40660 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-068	40690 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
622-322-069	40720 TERRAZA DR	SFR	1.00	196.28	196.28	Landscape and Lighting District Zone 06, Sonata II
624-340-001	74765 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-002	74775 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-003	74785 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-004	74795 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-005	74805 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-006	74815 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-007	74825 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-008	74835 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-009	74830 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-010	74820 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-011	74810 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-012	74800 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-013	74790 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-014	74780 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-015	74770 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-340-016	74760 WARING CT	SFR	1.00	685.39	361.00	Landscape and Lighting District Zone 07, Waring Court
624-352-001	74510 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-002	74520 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-003	NO SITUS AVAILABLE	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-004	74540 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-005	74550 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-006	74560 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-007	74570 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-008	74580 CORAL BELLS CIR	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate
624-352-009	NO SITUS AVAILABLE	SFR	1.00	365.60	285.00	Landscape and Lighting District Zone 08, Palm Gate

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

[illegible]

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
625-561-012	44450 GRAND CANYON DR	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-013	44476 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-014	44500 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-015	44501 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-016	44475 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-017	44451 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-018	44425 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-019	44410 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-020	44440 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-021	44470 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-022	44481 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-023	44469 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-024	44441 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-561-025	44409 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-006	44225 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-007	44219 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-008	44220 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-009	44226 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-010	44250 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-011	44276 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-012	44300 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-013	44378 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-015	44401 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-016	44375 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-019	44251 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-020	44367 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-021	44343 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-022	44319 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-023	44293 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-024	44269 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-025	44243 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-026	44217 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-027	44218 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-030	44292 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-031	44316 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-032	44340 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-033	44364 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-034	44301 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-037	44275 GRAND CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-038	44268 SILVER CANYON LN ##17	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
625-562-040	44244 SILVER CANYON LN	SFR	1.00	335.94	206.00	Landscape and Lighting District Zone 09, The Grove
627-122-015	73929 OLIVE CT	SFR	1.00	309.95	188.00	Landscape and Lighting District Zone 11, Portola Place
627-122-016	73935 OLIVE CT	SFR	1.00	309.95	188.00	Landscape and Lighting District Zone 11, Portola Place
627-122-017	73941 OLIVE CT	SFR	1.00	309.95	188.00	Landscape and Lighting District Zone 11, Portola Place
627-122-018	73947 OLIVE CT	SFR	1.00	309.95	188.00	Landscape and Lighting District Zone 11, Portola Place
627-122-019	73953 OLIVE CT	SFR	1.00	309.95		

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
009-612-942	77585 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-943	77585 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-944	77625 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-945	77625 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-946	77625 MICHIGAN DR ##3C	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-947	77625 MICHIGAN DR ##4D	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-948	77665 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-949	77665 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-950	77665 MICHIGAN DR ##3C	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-951	77665 MICHIGAN DR ##4D	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-952	77695 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-953	77695 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-954	77695 MICHIGAN DR ##3C	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-955	77695 MICHIGAN DR ##4D	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-956	77725 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-957	77725 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-958	77725 MICHIGAN DR ##3C	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-959	77725 MICHIGAN DR ##4D	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-960	77735 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-961	77735 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-962	77755 MICHIGAN DR ##1A	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
009-612-963	77755 MICHIGAN DR ##2B	CON	0.80	36.57	25.60	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-006	NO SITUS AVAILABLE	REC	7.10	324.45	227.12	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-010	NO SITUS AVAILABLE	REC	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-011	NO SITUS AVAILABLE	REC	6.82	311.70	218.20	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-013	42240 WARNER TRL	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-015	NO SITUS AVAILABLE	REC	3.95	180.60	126.42	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-017	NO SITUS AVAILABLE	REC	2.93	133.98	93.78	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-019	NO SITUS AVAILABLE	REC	3.66	167.16	117.02	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-020-021	77245 CALIFORNIA DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-001	42140 KANSAS ST	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-002	42160 KANSAS ST	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-003	42180 KANSAS ST	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-004	77040 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-005	77050 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-006	77060 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-007	77070 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-008	77080 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-009	77090 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-010	77100 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-011	77110 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-012	77120 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-013	77130 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-014	77140 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-015	77150 MICHIGAN DR	SFR	1.00	45.71	32.00	Landscape and Lighting District Zone 13, Palm Desert Country Club
637-031-016	77160 MICHIGAN DR	SFR				

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City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026

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**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

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**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

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**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

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City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026

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Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026

[illegible]

[illegible]

Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026

[illegible]

**City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026**

[illegible]

[illegible]

APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
624-352-054	74653 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-055	74641 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-056	74629 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-057	74617 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-058	74605 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-059	74570 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-060	74578 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-061	74590 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-062	74602 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-063	74614 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-352-064	74626 STRAWFLOWER CIR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-001	74501 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-002	74513 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-003	74527 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-004	74539 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-005	74551 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-006	74563 COLUMBINE DR	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-007	74506 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-008	74518 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-009	74526 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-010	74538 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-011	74546 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-012	74558 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-371-013	74566 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-001	74509 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-002	74517 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-003	74529 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-004	74537 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-005	74549 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-006	74557 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-007	74569 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-008	74581 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-010	74605 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-011	74617 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-012	74629 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-013	74641 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-014	74657 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-372-015	74583 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-373-001	74578 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-373-002	74590 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-373-003	74602 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-373-004	74614 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
624-373-005	74626 LAVENDER WAY	SFR	1.00	247.28	119.00	Landscape and Lighting District Zone 15, Canyon Crest
694-381-001	74101 E COLLEGE VIEW CIR	SFR	1.00	520.42	233.00	Landscape and Lighting District Zone 16, College View Estates I
694-381-002	74107 E COLLEGE VIEW CIR	SFR	1.00	520.42	233.00	Landscape and Lighting District Zone 16, College View Estates I
694-381-003	74113 E COLLEGE VIEW CIR	SFR	1.00	520.42	233.00	Landscape and Lighting District Zone 16, College View Estates I
694-381-004	74119 E COLLEGE					

[illegible]

City of Palm Desert
Consolidated Landscape and Lighting District
Preliminary Report (sorted by District Name and Assessor's Parcel Number "APN")
Fiscal Year 2025/2026

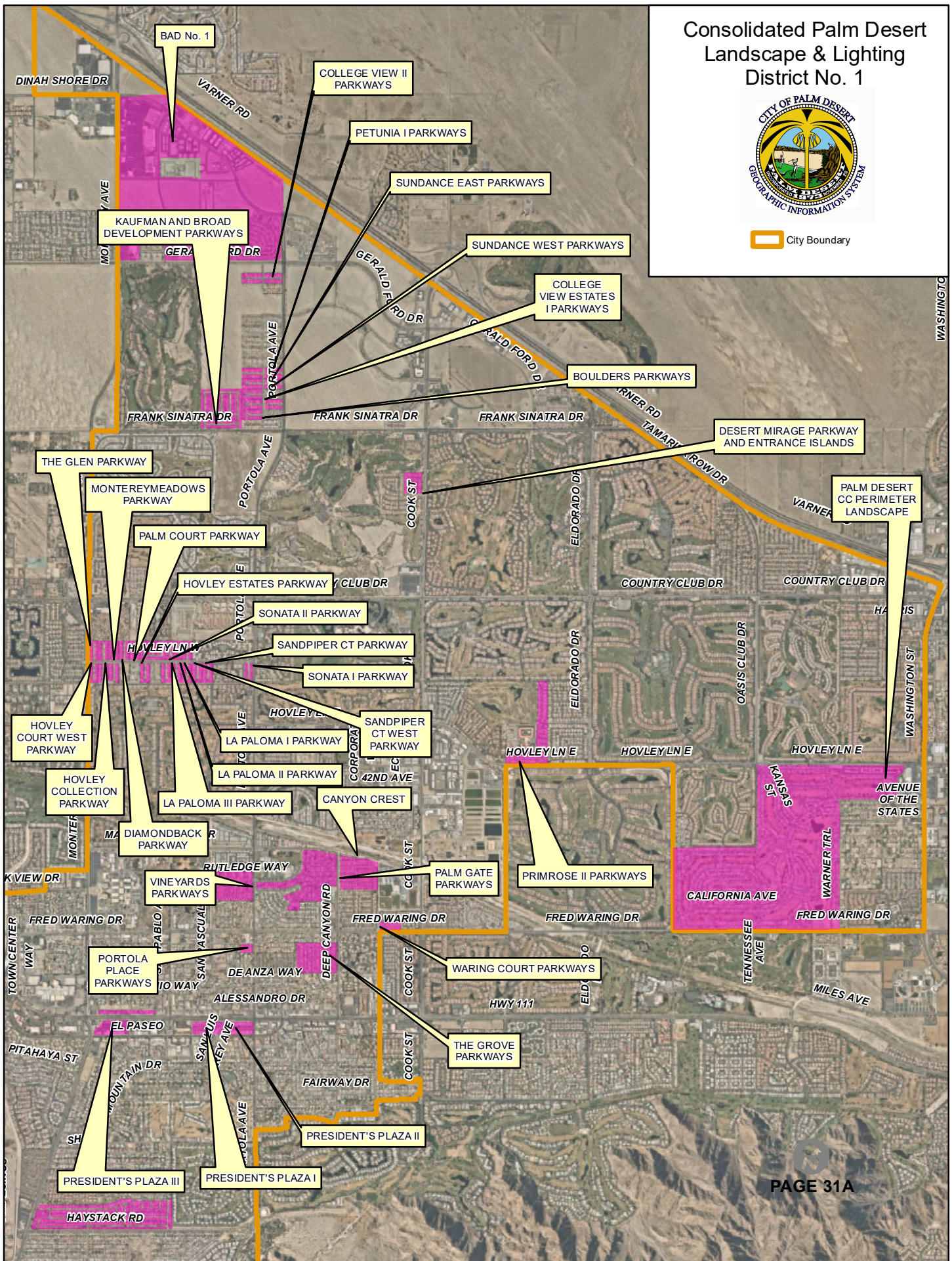
APN	Situs Address	Land Use Code	Equivalent Dwelling (Benefit) Units	Maximum Special Assessment	Charge	District Name
694-382-033	74080 KOKOPELLI CIR	SFR	1.00	702.28	218.00	Landscape and Lighting District Zone 16, Sundance West
694-391-016	74090 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-017	74084 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-018	74078 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-019	74072 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-020	74066 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-021	74060 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-022	74054 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-023	74048 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-024	74053 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-025	74057 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-026	74063 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-027	74067 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-028	74075 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-029	74081 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-030	74087 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders
694-391-031	74093 ALPINE LN	SFR	1.00	512.22	252.00	Landscape and Lighting District Zone 16, The Boulders

District Name (Sorted in similar order as budget from ER)	Parcel Count	EDU Sum	Maximum	Charge
Landscape and Lighting District Zone 02, Canyon Cove	222	222.00	\$30,904.62	\$30,902.40
Landscape and Lighting District Zone 03, Vineyards	132	134.00	\$13,418.76	\$11,390.00
Landscape and Lighting District Zone 04, Parkview Estates	172	172.00	\$5,989.04	\$5,989.04
Landscape and Lighting District Zone 05, Desert Mirage	29	29.00	\$17,346.35	\$12,586.00
Landscape and Lighting District Zone 05, Primrose II	37	37.00	\$10,190.17	\$7,992.00
Landscape and Lighting District Zone 05, Sandcastles	41	41.00	\$3,356.26	\$2,337.00
Landscape and Lighting District Zone 06, Diamond Back	20	20.00	\$12,000.80	\$4,980.00
Landscape and Lighting District Zone 06, Hovley Collection	38	38.00	\$7,701.84	\$7,701.84
Landscape and Lighting District Zone 06, Hovley Court West	16	16.00	\$7,549.76	\$5,568.00
Landscape and Lighting District Zone 06, Hovley Estates	16	16.00	\$10,060.80	\$8,000.00
Landscape and Lighting District Zone 06, Hovley Glen	16	16.00	\$7,143.04	\$7,143.04
Landscape and Lighting District Zone 06, La Paloma I	16	16.00	\$9,522.40	\$5,280.00
Landscape and Lighting District Zone 06, La Paloma II	16	16.00	\$9,802.72	\$4,736.00
Landscape and Lighting District Zone 06, La Paloma III	15	15.00	\$6,699.75	\$4,675.00
Landscape and Lighting District Zone 06, Monterey Meadows	40	40.00	\$5,568.40	\$5,400.00
Landscape and Lighting District Zone 06, Palm Court	20	20.00	\$8,335.80	\$4,600.00
Landscape and Lighting District Zone 06, Sandpiper Court	16	16.00	\$9,780.32	\$7,408.00
Landscape and Lighting District Zone 06, Sandpiper West	16	16.00	\$9,705.28	\$7,216.00
Landscape and Lighting District Zone 06, Sonata I	16	16.00	\$8,297.76	\$8,297.60
Landscape and Lighting District Zone 06, Sonata II	94	94.00	\$18,450.32	\$18,450.32
Landscape and Lighting District Zone 07, Waring Court	16	16.00	\$10,966.24	\$5,776.00
Landscape and Lighting District Zone 08, Palm Gate	37	37.00	\$13,527.20	\$10,545.00
Landscape and Lighting District Zone 09, The Grove	105	105.00	\$35,273.70	\$21,630.00
Landscape and Lighting District Zone 11, Portola Place	23	23.00	\$7,128.85	\$4,324.00
Landscape and Lighting District Zone 13, Palm Desert Country Club	1,681	2,161.71	\$98,811.67	\$69,174.58
Landscape and Lighting District Zone 14, K&B at Palm Desert	163	163.00	\$30,846.12	\$16,137.00
Landscape and Lighting District Zone 15, Canyon Crest	67	67.00	\$16,567.76	\$7,973.00
Landscape and Lighting District Zone 16, College View Estates I	32	32.00	\$16,653.44	\$7,456.00
Landscape and Lighting District Zone 16, College View Estates II	32	32.00	\$23,147.20	\$6,848.00
Landscape and Lighting District Zone 16, Petunia I	32	32.00	\$14,782.72	\$6,176.00
Landscape and Lighting District Zone 16, Sundance East	14	14.00	\$10,325.00	\$4,438.00
Landscape and Lighting District Zone 16, Sundance West	32	32.00	\$22,472.96	\$6,976.00
Landscape and Lighting District Zone 16, The Boulders	16	16.00	\$8,195.52	\$4,032.00
TOTAL	3,238	3,720.71	\$520,522.57	\$342,037.82

*Totals include 2 Handbilled parcels for \$5,452.80

Note: Slight variances in totals due to rounding

WASHINGTON



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Carlos Flores, AICP, Interim Deputy Director of Development Services

SUBJECT: APPROVE A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER AND CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A PROPERTY ON THE NORTHWEST CORNER OF FRED WARING AND FAIRHAVEN

RECOMMENDATION:

1. Hold a public hearing and introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)."
2. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)."

BACKGROUND/ANALYSIS:

A 2.21-acre property located on the northwest corner of Fred Waring Drive and Fairhaven Avenue ("Project Site") is currently improved with one building (a vacant but former church), parking, and landscaping. The Project Site has a vacant church building that is approximated to have been built in 1968 and has not changed uses since original construction and operation. The building was identified as a potential historic resource in the City's Historic Reconnaissance Survey. The rest of the Project Site is improved with existing parking, landscaping, and vehicular access, including a shared vehicular and parking agreement with the property directly to the west.

On January 13, 2000, the Palm Desert City Council (Council) adopted Resolution No. 00-4, 00-5, and Ordinance No. 931 for a 10.3-acre property directly north of the Project Site, which approved the following:

- General Plan Amendment and Change of Zone to add a Senior Overlay
- Precise Plan to construct a 250-unit retirement community

On December 14, 2000, the Council adopted Resolution 00-140, 00-141, and Ordinance No. 975 for a 2.74-acre property directly west of the Project Site, on the north side of Fred Waring, 330 feet west of Fairhaven drive, which approved the following:

- Change of Zone from Planned Residential – 7 to Office Professional
- General Plan Amendment from Medium Density Residential to Office Professional
- Construction of a 64,521 square foot, two-story office complex, including shared access to the Project Site.

Project Summary:

Statewide Services (Applicant) on behalf of Dignity Investment Group (Owner) has submitted a General Plan Amendment (GPA) and Change of Zone (CZ) application to facilitate the conversion of the former church into a medical building for consistency with the adjacent medical office complex. The conversion would include renovating the interior of the building. The GPA would amend the General Plan land use designation from Small Town Neighborhood (STN) to Neighborhood Center (NC) and the CZ would change the zoning designation from Planned Residential (PR) to Office Professional (OP). Neither STN nor PR allow medical or professional offices; however, NC and OP do allow these uses.

The project request does not include any formal construction documents or new buildings proposed. Any future construction of new buildings or subdivisions would require new and additional applications with public review.

A. Property Description

The Project Site has not had any change of use or proposed new uses for its existing building since City incorporation. As shown in Exhibit 1 below, the Project Site is fully improved with the existing church building, uncovered and covered parking, landscaping, and vehicular access.

Exhibit 1 – Project Site Aerial



B. Zoning, General Plan and Adjacent Uses

Table 1 – Adjacent Land Use and Designations

	Existing Uses	General Plan	Zoning
Project Site	Vacant (former Church)	Small Town Neighborhood (Existing), Neighborhood Center (Proposed)	Planned Residential (PR)-7 (Existing), Office Professional (Proposed)
North	Existing Residential	Small Town Neighborhood	PR-7
East	Existing Residential	Small Town Neighborhood	R-2
West	Existing Medical Offices	Town Center Neighborhood (TC)	Office Professional

C. Project Description

The Applicant's proposal is to convert the existing building into a medical office facility, to provide cohesiveness and consistency with the adjacent development to the west. The Project Site is conveniently located on Fred Waring Drive which has many properties zoned OP, as demonstrated in Exhibit 2 below. Properties shown in purple are zoned OP and the Project Site is highlighted with a red square.

Exhibit 2 – Zoning Map Snapshot



General Plan Amendment

The change in land use would provide consistency and cohesion with the adjacent medical office complex. The current General Plan STN land use designation is intended *“To provide moderate intensity neighborhood development that features a variety of housing choices and mixed uses, while preserving or enhancing the existing inventory of 1950’s Desert homes.”* This definition and the accompanying allowed land uses offer limited options and are inconsistent with how the Project Site has been used since City incorporation, as a non-residential use. The change to a Neighborhood Center land use designation, is intended *“To provide a concentration of commercial businesses and civic amenities within walking and biking distances of neighborhoods.”* This change in land use would not remove the ability to construct housing.

Change of Zone

The proposed CZ from PR to OP facilitates the use of the building for medical purposes. PR is mostly focused on facilitating residential developments meanwhile the OP designation *“is intended for various levels of intensities for business, office, administrative, research and development, and/or professional land use”*. Residential and religious land uses would still be permitted in the OP zone, with approval of a conditional use permit, and both zoning designations have the same maximum height of 40 feet.

Public Input

Public noticing was conducted for the June 26, 2025, Planning Commission meeting per the requirements of PDMC Section 25.60.060 and Government Code Sections 65090 to 65094 and 65854. This includes the requirements of Section 65854 recently updated pursuant to Assembly Bill 2904. A public hearing notice was published a minimum of 20 days before the hearing date in The Desert Sun newspaper on June 6, 2025. Notices were mailed to all property owners within 500 feet of the project site.

Environmental Assessment/Environmental Review:

The Development Services Department finds that the Project is exempt from CEQA per Section 15301 of the CEQA Guidelines as the Project is a Class 1 Exemption for “Existing Facilities” development. Class 1 applies to projects involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The proposed project change of land use would impact existing facilities and allow for their operation with additional uses. Additionally, the Project does not qualify for any of the exceptions pursuant to Article 19 of the CEQA Guidelines Section 15300.2 for “Exceptions.” A notice of exemption would be filed after project approval.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

Planning Commission Recommendation:

On May 20, 2025, the Planning Commission adopted Planning Commission Resolution 2891, recommending the City Council approve the proposed General Plan Amendment and Change of Zone. Public comments were received for this meeting in support and opposition of the project (Attachment 4).

FINANCIAL IMPACT:

There is no financial impact as a result of this action.

ATTACHMENTS:

1. Draft Ordinance
2. Draft Resolution
3. Public Hearing Notice
4. Planning Commission Public Comments

ORDINANCE NO. 2025-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM
DESEERT, CALIFORNIA APPROVING A GENERAL PLAN
AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO
NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE
NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN
AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA.
(ASSESSOR'S PARCEL NUMBER 640-040-016)**

CASE NOS. GPA24-0001

WHEREAS, Dignity Investment Group ("Applicant"), submitted a request to change the general plan land use designation and zoning designation of a 2.21-acre parcel located at the northwest corner of Fred Waring Drive and Fairhaven Avenue from Small Town Neighborhood to Neighborhood Center and Planned Residential – 7 units per acre to Office Professional, respectively; and

WHEREAS, the Project site has a land use designation of Small Town Neighborhood in the Palm Desert General Plan adopted on November 10, 2016, and a zoning designation of Planned Residential – 7 units per acre (PR-7); and

WHEREAS, the Project Site has been developed with existing improvements which generally consist of a single unoccupied building previously occupied by a church, related parking lot and landscaping, and is adequately served by existing public utilities and services; and

WHEREAS, the proposed General Plan Amendment would not create any nonconforming uses or structures on site; and

WHEREAS, the proposed General Plan Amendment and Change of Zone would allow the site to remain suitable for residential uses at a maximum density of 15 units per acre; and

WHEREAS, the proposed General Plan Amendment and Change of Zone would make the land use consistent with the adjacent property to the west and allow the site to continue existing vehicular connectivity to said project site; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) and the City of Palm Desert's ("City's") Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, pursuant to the requirements of the CEQA, the State Guidelines for Implementation of CEQA (State CEQA Guidelines), and the City of Palm Desert CEQA Implementation Requirements, the City of Palm Desert Development Services Department has determined that the Project will not have a significant impact on the

environment and that the Project is categorically exempt under Article 19, Section 15301 Existing Facilities (Class 1) of the CEQA Guidelines; therefore, no further environmental review is necessary; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 20th day of May 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request and adopted Planning Commission Resolution 2891 recommending the City Council approve said Project; and

WHEREAS, the City Council of the City of Palm Desert, California, did on the 26th day of June 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report, exist to justify approval of said request:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. General Plan Amendment. As required by Palm Desert Municipal Code “PDMC” Section 25.78.070, the following findings to approve a General Plan Amendment:

There is a substantial public benefit to be derived from such amendment and the proposed amendment furthers the goals of the General Plan.

The General Plan Amendment (GPA) is in the public’s interest as it will maintain the character of Fred Waring Drive by creating consistency in General Plan land use designation on the north side of Fred Waring, west of Fairhaven Drive. The project site has existed for decades as the site of a church with a parking lot that connects to an existing medical office park directly to the west. The existing General Plan land use allows for residential uses. The proposed General Plan Land use designation allows the site to establish non-residential uses that serve the needs of the neighborhood, meanwhile retaining its ability to have residential uses. The intent of Neighborhood Center is to provide a concentration of commercial businesses and civic amenities within walking and biking distances of neighborhoods, and the location off Fred Waring where this project site is located is ideal for this designation and uses based off its proximity to surrounding residential and a major thoroughfare (Fred Waring).

SECTION 3. CEQA Determination. The City Council finds that the Project is exempt from CEQA per Section 15301 of the CEQA Guidelines as the Project is a Class 1 Exemption for “Existing Facilities” development. Class 1 applies to projects involving

the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The proposed project change of land use would impact existing facilities and allow for their operation with additional uses. Additionally, the Project does not qualify for any of the exceptions pursuant to Article 19 of the CEQA Guidelines Section 15300.2 for "Exceptions."

SECTION 4. General Plan Amendment. The City Council approves the General Plan Amendment presented, as depicted in Exhibit "A."

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. Posting and Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the *Desert Sun*, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

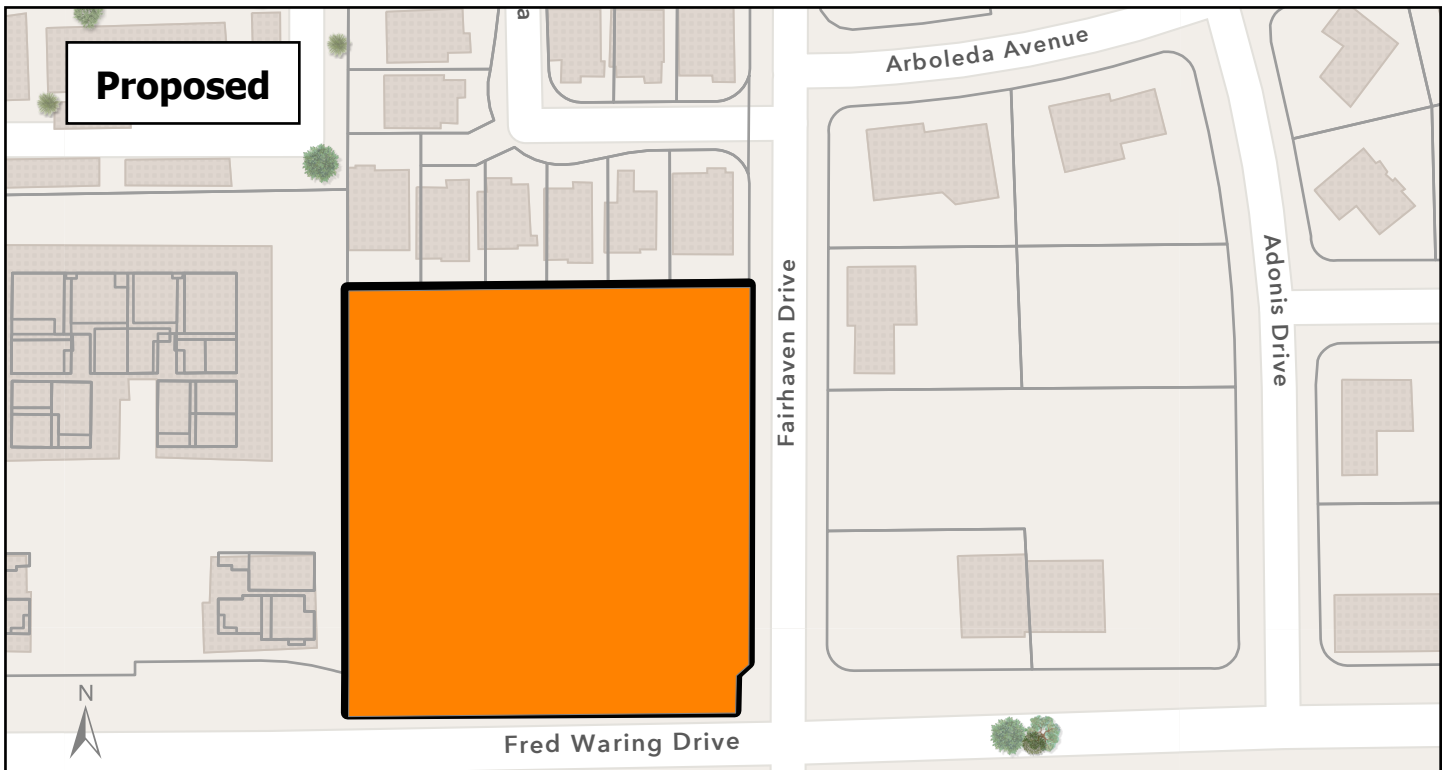
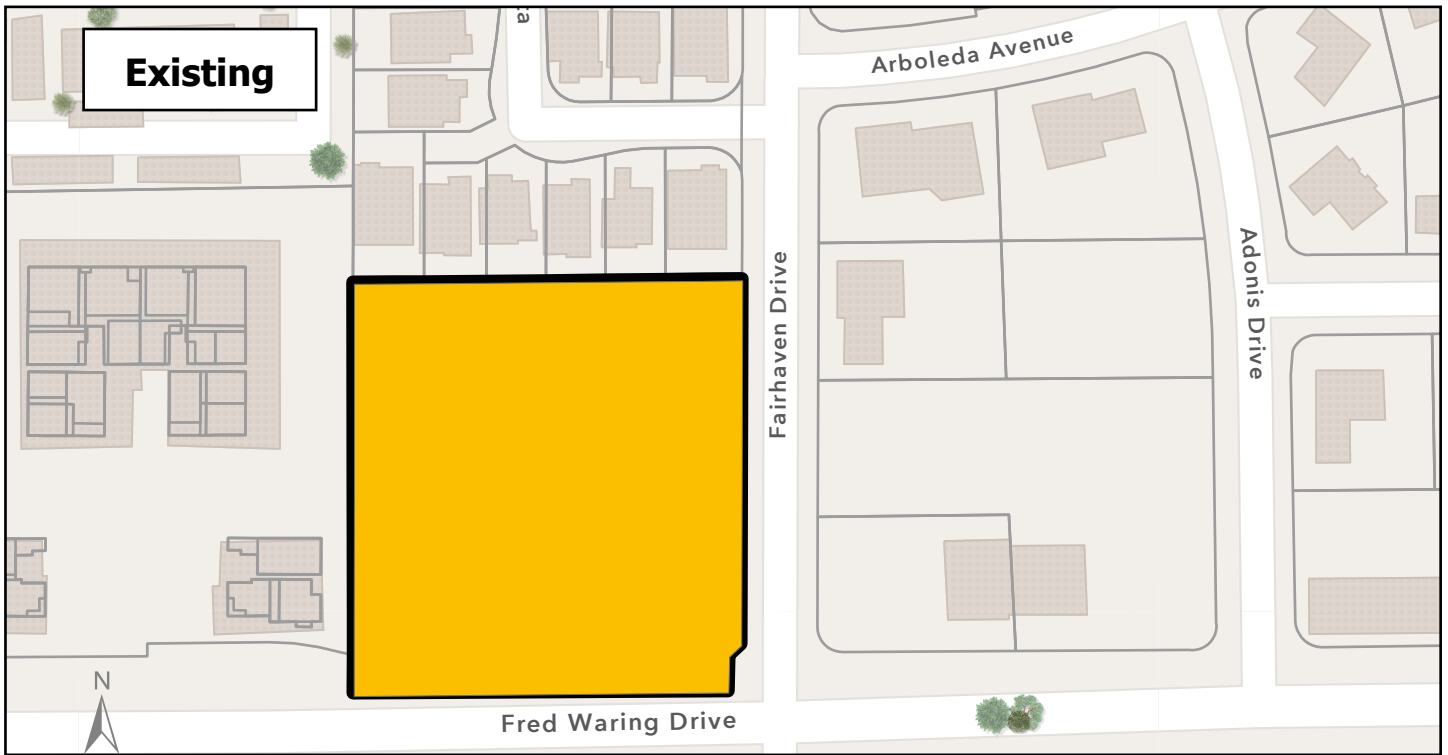
AYES:

NOES:

ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
City of Palm Desert, California, on _____ .

ANTHONY J. MEJIA
CITY CLERK



Proposed General Plan Land Use Change for APN: 640-040-016

From Small Town Neighborhood to Neighborhood Center

Small Town Neighborhood

 Neighborhood Center



RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESEERT, CALIFORNIA APPROVING A CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)

CASE NOS. CZ24-0002

WHEREAS, Dignity Investment Group ("Applicant"), submitted a request to change the general plan land use designation and zoning designation of a 2.21-acre parcel located at the northwest corner of Fred Waring Drive and Fairhaven Avenue from Small Town Neighborhood to Neighborhood Center and Planned Residential – 7 units per acre to Office Professional, respectively; and

WHEREAS, the Project site has a land use designation of Small Town Neighborhood in the Palm Desert General Plan adopted on November 10, 2016, and a zoning designation of Planned Residential – 7 units per acre (PR-7); and

WHEREAS, the Project Site has been developed with existing improvements which generally consist of a single unoccupied building previously occupied by a church, related parking lot and landscaping, and is adequately served by existing public utilities and services; and

WHEREAS, the proposed Change of Zone would not create any nonconforming uses or structures on site; and

WHEREAS, the proposed Change of Zone would allow the site to remain suitable for residential uses at a maximum density of 15 units per acre; and

WHEREAS, the proposed Change of Zone would make the land use consistent with the adjacent property to the west and allow the site to continue existing vehicular connectivity to said project site; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) and the City of Palm Desert's ("City's") Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, pursuant to the requirements of the CEQA, the State Guidelines for Implementation of CEQA (State CEQA Guidelines), and the City of Palm Desert CEQA Implementation Requirements, the City of Palm Desert Development Services Department has determined that the Project will not have a significant impact on the environment and that the Project is categorically exempt under Article 19, Section 15301

Existing Facilities (Class 1) of the CEQA Guidelines; therefore, no further environmental review is necessary; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 20th day of May 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request and adopted Planning Commission Resolution 2891 recommending the City Council approve of said Project; and

WHEREAS, the City Council of the City of Palm Desert, California, did on the 26th day of June 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report, exist to justify approval of said request:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. General Plan Consistency.

There is a substantial public benefit to be derived from such Change of Zone and the proposed amendment furthers the goals of the General Plan.

The Project is in the public's interest as it will maintain the character of Fred Waring Drive by creating consistency in land use designation on the north side of Fred Waring, west of Fairhaven Drive. The project site has existed for decades as the site of a church with a parking lot that connects to an existing medical office park directly to the west. The proposed Change of Zone allows the site to establish non-residential uses that serve the needs of the neighborhood, meanwhile retaining its ability to have residential uses. The intent of Neighborhood Center is to provide a concentration of commercial businesses and civic amenities within walking and biking distances of neighborhoods, and the location off Fred Waring where this project site is located is ideal for this designation and uses based off its proximity to surrounding residential and a major thoroughfare (Fred Waring).

SECTION 3. CEQA Determination. The City Council finds that the Project is exempt from CEQA per Section 15301 of the CEQA Guidelines as the Project is a Class 1 Exemption for "Existing Facilities" development. Class 1 applies to projects involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical

features involving negligible or no expansion of existing or former use. The proposed project change of land use would impact existing facilities and allow for their operation with additional uses. Additionally, the Project does not qualify for any of the exceptions pursuant to Article 19 of the CEQA Guidelines Section 15300.2 for “Exceptions.”

SECTION 4. Change of Zone. The City Council approves the Change of Zone presented, as depicted in Exhibit “A.”

SECTION 5. Based upon the foregoing findings and facts incorporated herein, the City Council hereby approves CZ24-0002.

ADOPTED ON _____.

JAN C. HARNIK
MAYOR

ATTEST:

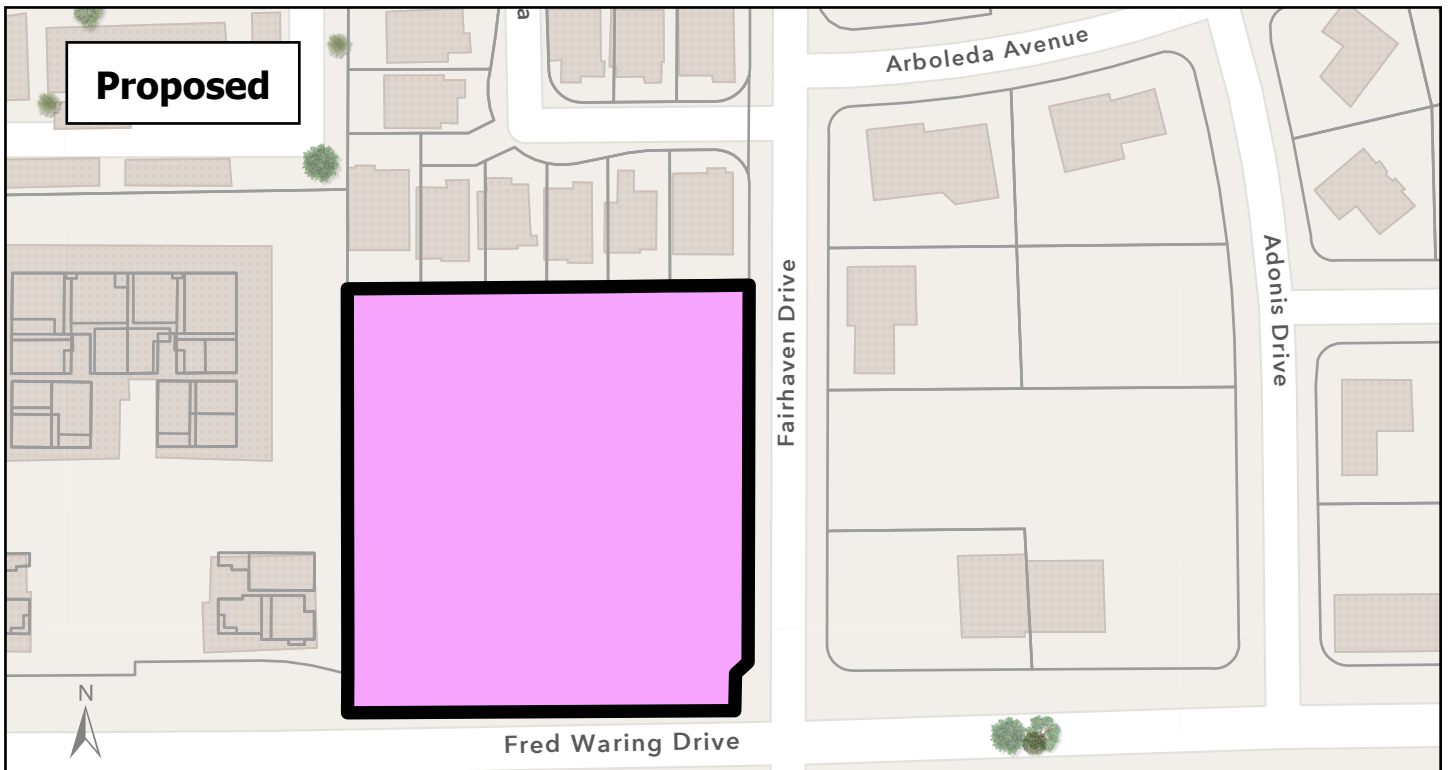
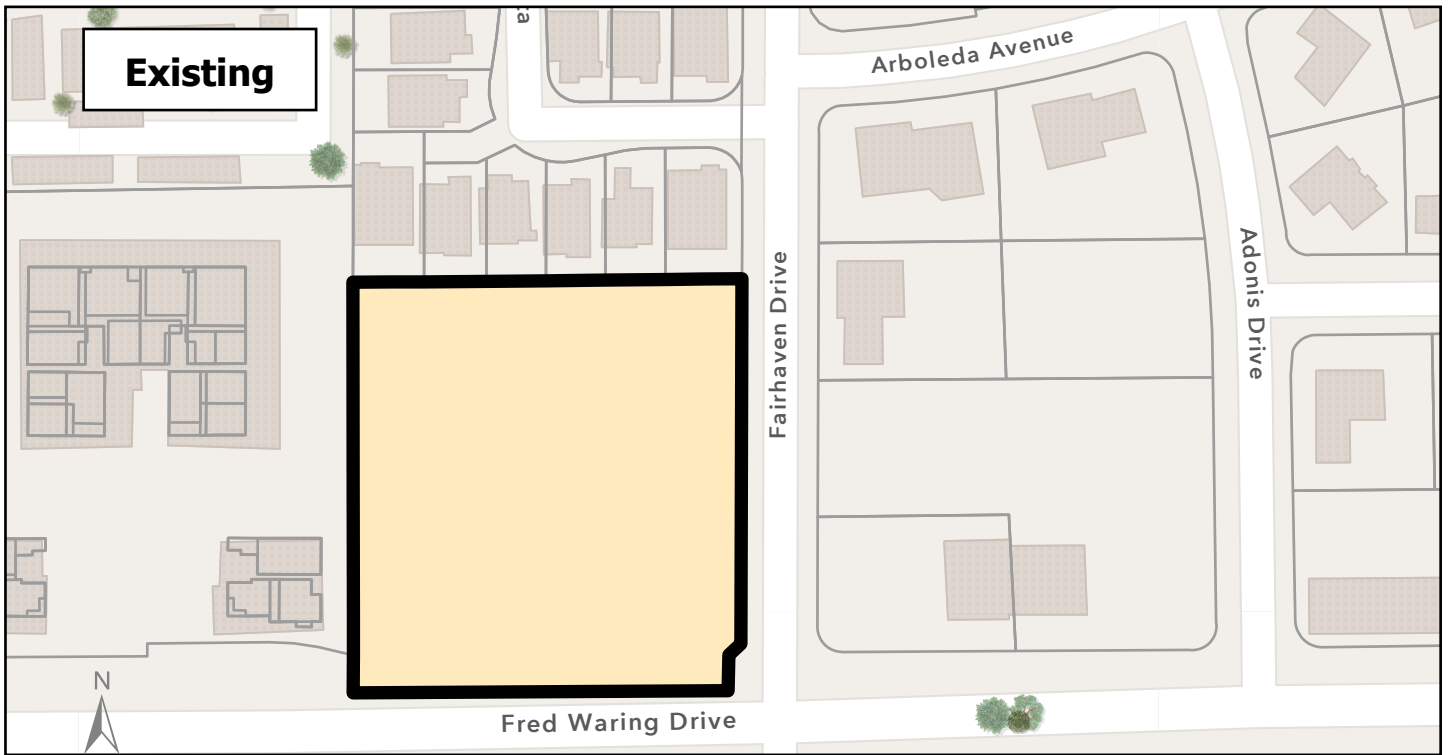
ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on_____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____, 2025.

ANTHONY J. MEJIA
CITY CLERK



Proposed Zone Change for APN: 640-040-016

From Planned Residential 7 Units per acre to Office Professional

P.R. - Planned Residential

 O.P. - Office Professional





CITY OF PALM

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760-776-6483
PLANNING@PALMDESERT.GOV

CITY OF PALM DESERT PUBLIC HEARING NOTICE CASE NO. GPA24-0001/CZ24-0002

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, TO ADOPT A NOTICE OF EXEMPTION AND APPROVE A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER AND CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE.

The City of Palm Desert (City), in its capacity as the Lead Agency for this project under CEQA, has determined that this project is Categorically Exempt from CEQA review in accordance with Section 15301: Class 1 – Existing Facilities of the CEQA Guidelines.

PROJECT LOCATION: 72700 Fred Waring Drive, Palm Desert, CA 92211 (APN: 640-040-016)

PROJECT DESCRIPTION: A consideration to approve a General Plan Amendment and Change of Zone for a developed 2.21-acre property at the northwest corner of Fred Waring Drive and Fairhaven Avenue. The proposal is to facilitate the conversion of an existing 6,000 square foot building to a medical use building. The land use changes include changing the General Plan land use designation from Small Town Neighborhood to Neighborhood Center and changing the Zoning land use designation from Planned Residential 7 units per acre to Office Professional.

PLANNING COMMISSION RECOMMENDATION: At its regular meeting on May 20, 2025, the City of Palm Desert Planning Commission adopted Resolution No. 2891 to recommend the City Council approve of the project.

PUBLIC HEARING: NOTICE IS HEREBY GIVEN that the City Council of the City of Palm Desert, California, will hold a Public Hearing at its meeting on June 26, 2025. The City Council meeting begins at 4:00 p.m. in the Council Chamber at 73510 Fred Waring Drive, Palm Desert, California. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person. Options for remote participation will be listed on the Posted Agenda for the meeting at <https://www.palmdesert.gov/connect/city-council>.

COMMENT ON THIS APPLICATION: Those wishing to comment on this application may either appear in person at the public hearing or submit written comments, which must be received by 10:00 a.m. on the day of the hearing. Written comments should be sent to the City of Palm Desert at 73510 Fred Waring Drive, Palm Desert, California 92260, Attention: City Clerk, or emailed to: CouncilMeetingComments@palmdesert.gov.

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at or prior to the public hearing. (Government Code Section 65009[b][2]).

Si necesita ayuda con esta notificación por favor llame a la Ciudad de Palm Desert y comuníquese con Damian Olivares (760) 346-0611.

PUBLISH: THE DESERT SUN
JUNE 6, 2025

ANTHONY MEJIA, MMC, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

April 10, 2025

Carlos Flores, Principal Planner
City of Palm Desert
73510 Fred Waring Drive, Palm Desert, CA 92260

via email: cflores@palmdesert.gov

Re: Proposed Zoning Change for 72700 Fred Waring Drive

Dear Mr. Flores:

My family are long term residents of the City of Palm and own a house at 651 Vista Bonita immediately behind the above referenced property. As a professional engineer, I have several comments and recommendations regarding the Applicant's project.

First, the proposed zoning change and land use change is unnecessary since a change of use permit (CUP) and/or administrative use permit (AUP) are sufficient ways to accomplish the Applicant's proposed plan to change use of the church to a medical office building. Further, the existing building is already commercial construction. Therefore, we would not object to a CUP for the existing building since it is situated near the front of the property and has a large rear setback.

Second, a change in zoning for this property is premature without more in depth study of potential impacts to neighboring residential neighborhoods. Applicant has simply requested the same zoning as the parcel immediately west of it without any analysis of the proximity to residences. It should be noted that other properties including 72500 Fred Waring could potentially be re-zoned similar to that of the Applicant. When multiple properties may be similarly situated, it is my understanding and firm belief that a master planning approach should be used instead of an incremental approach of a single property at a time. Therefore, before any zoning or land use change is considered, the City should undertake a review of all of these properties on Fred Waring that may have change of use.

In conclusion, a change in use permit (CUP) should be sufficient and avoids the need for an in-depth study of potential impacts. If the City's Planning Commission recommends approval of a zoning change for this property without a more in depth study of potential impacts, I request requiring as a condition of approval to maintain the existing setback from the rear of property.

Please feel free to contact me (mobile 760-641-8830) with any questions. Thank you.

Sincerely,



Kenyon Potter, P.E.

From: [Lindsey L Harris](#)
To: [Planning Commission](#)
Cc: [Carlos Flores](#)
Subject: Support of Staff recommendation for Planning Commission Public Hearing on May 20, 2025, Case No. GPA24-0001/CZ24-0002
Date: Friday, May 9, 2025 12:24:00 PM



Dear Commissioners,

The purpose of this email is to provide additional written input for consideration relating to the Planning Commission Public Hearing on May 20, 2025, Case No. GPA24-0001/CZ24-0002. This item refers to a proposal for changes to land use on the property located at the NW corner of Fred Waring Dr and Fairhaven Dr, currently an abandoned church.

We are in support of the Planning Commission recommending to the City Council approval of the General Plan, to be amended to the land use designation of Neighborhood Center, and the Zoning changed to Office Professional.

Our understanding is that the current land use proposal is for the existing church structure to be converted for use as a medical use building, with no additional structures to be constructed.

Since my meeting with Carlos Flores, where I expressed several concerns shared with many of the neighbors who live near this property, our active Palm Dell Neighborhood Watch Group has met and discussed some critical issues.

It is imperative that the barricades on Fairhaven Dr and Adonis Dr are retained. The City Council has heard our concerns about this in the past and understands our neighborhood's insistence that these barricades are to be permanently maintained. The advantage to the City is in reducing traffic congestion, eliminating speeding, and increasing public safety, especially for pedestrians. City Council has agreed to this publicly.

Any driveway in and out of development should only be accessible on the south side of the barricade onto Fairhaven Dr, or directly onto Fred Waring Dr, and only if required for public safety. No vehicle access should be allowed directly into the adjacent residential neighborhoods. There are two other existing access/egress driveways easily accessible and available to this property.

For the safety of pedestrians in the area, the sidewalk should be extended along the west side of Fairhaven Dr, from the end of the existing sidewalk to connection with sidewalk at the corner of Fred Waring Dr.

Any new buildings proposed for that site should be restricted to single or two story height due to the property being adjacent to single story, single family homes. At a minimum there should not be any windows allowed on the north side of any building more than one story in height. Privacy, security, and safety for the families in the adjacent homes has also been discussed and approved in the past.

Night lighting must be kept to a low level and minimal for many reasons, especially due to proximity to single family neighborhoods.

Building and parking layout and design should carefully eliminate any spaces that

encourage loitering, or homeless encampments, or areas where trash build up could occur. The property owner must be responsible for any hazards or unsightly mess that occur no matter how unintentional.

Thank you for your thoughtful consideration of our ideas and concerns.

Sincerely, -Lindsey and James (Mike) Harris

43754 Fairhaven Dr, Palm Desert, CA 92260

From: [Bruce Schon](#)
To: [Carlos Flores](#)
Subject: Case no. GPA24-0001CZ24-0002
Date: Monday, March 24, 2025 9:10:53 AM



Dear Mr. Flores:

My home is located in Paseo Vista Community (623 Vista Bonita) and backs up to parking lot for the property at the northwest corner of Fred Waring and Fairhaven. I am against the change in code designation from residential to office/professional.

With this location currently used a church, the traffic, noise, and congestion is limited to the day services are held and an occasional evening gathering now and then. It is minimally intrusive. Changing to office/professional will significantly increase these negative factors.

With Fairhaven a blocked street, entering and exiting the parking lot for this structure is cumbersome. Given limited traffic as a church, this is not a significant problem. It will be a significant problem if zoning is changed to office/professional. Traffic accidents between this church and the church across Fairhaven seem to occur more often than normal already without adding more cars into the mix.

One of the reasons I chose my home, was that it is one of the few in the Paseo Vista Community with expansive, uninterrupted views of the mountains. It would decrease property values significantly for the homes like mine that directly back up to the existing structure if things proceed and it is replaced with a larger or taller structure. I am against any steps that increase the likelihood that this could happen — this change in zoning could be a first step in that direction.

Respectfully,

Bruce Schon
623 Vista Bonita
Palm Desert, CA 92260
760-534-7923
bschon@dc.rr.com

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: June 26, 2025

PREPARED BY: Pedro Rodriguez, Code Compliance Supervisor

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS – CEQA DETERMINATION

RECOMMENDATION:

Introduce an ordinance entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKE A FINDING OF EXEMPTION UNDER CEQA.”

BACKGROUND/ANALYSIS:

During City Council Study Sessions held on April 24 and May 22, 2025, the City Council directed staff to evaluate property maintenance start times and return with recommendations to improve enforceability and align with public contracts and industry standards. In response, staff has drafted an Ordinance amendment (Attachment 1) to streamline the existing code, eliminate outdated provisions, simplify compliance requirements, and establish uniform enforcement practices.

The proposed amendment clarifies that the restrictions apply exclusively to the start times for using power equipment associated with property maintenance activities. This includes, but is not limited to, lawn mowers, leaf blowers, chainsaws, hedge trimmers, and edgers. Manual labor is exempt from the proposed start time restrictions.

Key changes to the ordinance include:

- Removal of outdated language regarding agricultural operations and Carillon Chimes.
- Establishment of uniform starting times for property maintenance using powered equipment.
- Exemption for property owners performing maintenance on their property.

These proposed starting times align with those established for City-hired contractors and reflect standard industry practices for property maintenance operations. Adoption of these changes will promote operational consistency and improve the overall efficiency of code enforcement efforts.

PROPOSED AMENDMENT

PDMC 9.24.075: Property Maintenance Activities

A. Noise sources associated with property maintenance activity, including all portable blowers, lawnmowers, edgers, or similar powered devices, shall be prohibited except during the following hours:

Monday through Sunday:	7 a.m. to 5:30 p.m.
Government code holidays:	Not allowed

PDMC 9.24.060: Special Provisions-Exemptions

The following activities shall be exempt from the provisions of this chapter:

- A. School bands, school athletic and school entertainment events.
- B. Outdoor gatherings, public dances, shows and sporting and entertainment events; provided, the events are authorized by the city.
- C. Activities conducted in public parks and public playgrounds.
- D. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work.
- E. Mobile noise sources associated with pest control through pesticide application.
- F. The provisions of this regulation shall not preclude the construction, operation, maintenance and repairs of equipment, apparatus or facilities of park and recreation departments, public work projects or essential public services and facilities, including those of public utilities subject to the regulatory jurisdiction of the California Public Utilities Commission.
- G. Noise sources associated with construction activities. Refer to 9.24.070, Construction activities.
- H. **Property owners/tenants of residential dwellings conducting non-commercial property maintenance Monday through Sunday between the hours of 7 am to 5:30 pm, including government code holidays.**

Legal Review:

The City Attorney's Office has reviewed this report.

FINANCIAL IMPACT:

There is no financial impact related to this action.

ATTACHMENT:

1. Draft Ordinance

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA.

The purpose of this ordinance is to amend Palm Desert Municipal Code Chapter 9.24 Noise Control to align and update the operating hours for property maintenance activities, remove outdated language pertaining to noise related to agricultural operations, and exempt homeowners from the operating hours restrictions.

THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Municipal Code. Section 9.24.060 *Special Provisions- Exemptions* of Chapter 9.24 *Noise Control* of the Palm Desert Municipal Code is amended to read as follows:

“9.24.060 Special Provisions-Exemptions.

The following activities shall be exempted from the provisions of this chapter:

- A. School bands, school athletic and school entertainment events.
- B. Outdoor gatherings, public dances, shows and sporting and entertainment events; provided, the events are authorized by the city.
- C. Activities conducted in public parks and public playgrounds.
- D. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work.
- E. Mobile noise sources associated with pest control through pesticide application.
- F. The provisions of this regulation shall not preclude the construction, operation, maintenance and repairs of equipment, apparatus or facilities of park and recreation departments, public work projects or essential public services and facilities, including those of public utilities subject to the regulatory jurisdiction of the California Public Utilities Commission.
- G. Noise sources associated with construction activities. Refer to 9.24.070, Construction activities.
- H. Property owners/tenants of residential dwellings conducting non-commercial property maintenance Monday through Sunday

between the hours of 7 am to 5:30 pm, including government code holidays.”

SECTION 2. Amendment to Municipal Code. Section 9.24.075 *Property Maintenance Activities* of Chapter 9.24 *Noise Control* of the Palm Desert Municipal Code is amended to read as follows:

“9.24.075 Property Maintenance Activities.

A. Noise sources associated with property maintenance activity and all portable blowers, lawnmowers, edgers or similar devices shall be prohibited except during the following hours:

Monday through Sunday:	7 a.m. to 5:30 p.m.
Government code holidays:	Not allowed

Notwithstanding the hours of permitted operations, such equipment that constitutes a public nuisance may be abated as otherwise provided in this code.

With the exception of blowers, all maintenance activities associated with golf courses and/or tennis courts can operate from five-thirty a.m. to seven p.m., seven days a week.

B. All municipal maintenance activities are not subject to subsection **A**.

C. No person shall willfully make or continue, or willfully cause to be made or continued, any noise from any portable powered blower at a level which exceeds seventy decibels (dBA) measured at the midpoint of a wall area twenty feet long and ten feet high and at the horizontal distance fifty feet away from the midpoint of the wall, or not more than seventy-six decibels (dBA) at a horizontal distance of twenty-four feet using a sound level meter.

D. No portable powered blower shall be operated in a manner which will permit dirt, dust, debris, leaves, grass clippings, cuttings, or trimmings from trees or shrubs to be blown or deposited onto neighboring property or public right-of-way. All waste shall be removed and disposed of in a sanitary manner by the use or property occupant.”

SECTION 3. CEQA Exemption. The City Council finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines

Section 15061(b)(3), known as the “common sense” exemption. This determination is based on the clear assessment that there is no possibility the ordinance may have a significant effect on the environment. The ordinance provides administrative clarifications regarding operating hours for the use of power equipment associated with property maintenance activities without expanding land use or initiating new developments, thereby maintaining existing environmental baselines. It ensures operational continuity for operating hours related to property maintenance. The amendments are administrative in nature and do not involve construction, physical alterations, or increases in development intensity, thus qualifying for the CEQA “common sense” exemption.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. Posting and Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the *Desert Sun*, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. _____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

