



Cathedral City

## CITY COUNCIL SPECIAL MEETING AGENDA

CITY COUNCIL CHAMBERS      68-700 AVENIDA LALO GUERRERO      CATHEDRAL CITY, CA 92234

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Wednesday, November 30, 2016

SPECIAL MEETING

6:30 PM

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- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **INVOCATION (MOMENT OF REFLECTION)**
- **ROLL CALL**
- **AGENDA FINALIZATION**

*At this time, the City Council may announce any items being pulled from the agenda or continued to another date.*

- **STATEMENT OF PARTICIPATION BY DEPUTY CITY CLERK**

### **1. PUBLIC COMMENT**

*Public Comment is limited to 3 minutes per person.*

### **2. CONSENT AGENDA**

*All matters on the Consent Agenda are considered routine in nature and are expected to be enacted upon by the Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent Agenda for discussion.*

#### **2.A.    [2016-496](#)      Disposition of Housing Successor Agency Parcels**

**Recommendation:** Staff recommends the City Council authorize the sale of five Housing Successor Agency Parcels APN's 687-212-001 through 005 to the City Urban Revitalization Corporation ("CURC") at the book value of \$284,189 for subsequent development.

#### **2.B.    [2016-502](#)      Authorization to Purchase Two Utility Vehicles**

**Recommendation:** Staff recommends the City Council authorize the purchase of two 2016 Chevrolet Silverado 2500 Trucks with a Utility Bed and Ladder rack.

#### **2.C.    [2016-507](#)      FY2016 Homeland Security Grant Program**

**Recommendation:** Staff recommends the City Council accept a FY2016 State Homeland Security Grant (HSGP), in the amount of \$87,210 for the purchase of twenty-one Motorola portable radios and associated accessories, to be placed on all Cathedral City Fire Department apparatus.

**2.D. [2016-508](#) Additional Supplemental Law Enforcement Services Account (SLESA) funding for FY 2015-2016.**

**Recommendation:** Staff recommends the City Council approve the recommended purchases utilizing the additional Supplemental Law Enforcement Services Account (SLESA) funding for the FY 2015-2016.

**2.E. [2016-510](#) Assignment, Assumption and Consent Agreement and Amendment No. 6 to Property Transfer Agreement for the Downtown Mixed Use Project**

**Recommendation:** Staff recommends the City Council, as the Housing Successor Agency to the Former Redevelopment Agency, authorize the City Manager to execute an Assignment, Assumption and Consent Agreement between GreenSpring Capital, Inc., Cathedral Canyon Development, LLC, and Amendment No. 6 to the Property Transfer Agreement by and between Cathedral Canyon Development, LLC and the City of Cathedral City as the Housing Successor Agency to the Former Redevelopment Agency of the City of Cathedral City.

**2.F. [2016-512](#) Modify the Appointment of Council Member Shelley Kaplan to serve as a Trustee on the Coachella Valley Mosquito and Vector Control District Board of Trustees.**

**Recommendation:** Staff recommends the City Council modify the appointment of Council Member Shelley Kaplan to serve as a Trustee on the District Board of Trustees for the Coachella Valley Mosquito and Vector Control District from a three-year term to a two-year term continuing through December 31, 2018.

**2.G. [2016-515](#) Vacation 2016-01: Resolution of Intention to Vacate a Portion of an Utility Easement on Sunair Road, between Melrose Drive and Palo Verde Drive**

**Recommendation:** Staff recommends the City Council adopt a Resolution of Intention to vacate a portion of an 80 foot wide utility easement reserved from the vacation of Sunair Road in 2002, between Melrose Drive and Palo Verde Drive, and setting a public hearing, on Wednesday, January 11, 2017 at 6:30 pm in the City Council Chambers.

### **3. PUBLIC HEARINGS**

### **4. LEGISLATIVE ACTIONS**

**4.A. [2016-513](#) Appointments to the Planning Commission and Mobile Home Fair Practices Commission.**

**Recommendation:** Staff recommends the City Council make an appointment to the Planning Commission to fill an unexpired term continuing through June

30, 2018 and make appointments to the Mobile Home Fair Practices Commission for temporary terms.

**4.B. [2016-503](#) 2017 Palm Springs International Film Festival**

**Recommendation:** Staff recommends the City Council approve an amendment to the FY2016-2017 budget in the amount of \$20,275 for a Palm Springs International Film Festival sponsorship to bring a portion of the film festival to the Mary Pickford Theatre in Cathedral City. Staff further recommends the Council consider an additional budget amendment of \$8,000 to provide sponsorships to three other community organizations.

**5. COUNCIL REPORTS**

*This is an opportunity for each member of the City Council to report on any conferences they attend, local events or make any other comments they may have.*

**6. CLOSED SESSION**

**ADJOURN**

*The next Regular City Council Meeting will be held on Wednesday, December 14, 2016 at 6:30 p.m.*

***Notes to the Public:***

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office at (760)770-0322. Assisted-listening devices are available at this meeting. Ask the City Clerk if you desire to use this device. Notification at least 48 hours prior to the meeting or the time when services are needed will assist city staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.*



# Cathedral City

## Agenda Report

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**File #:** 2016-496

**Item No:** 2.A.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**  
**Disposition of Housing Successor Agency Parcels**

**FROM:**  
Tami E. Scott, Administrative Services Director

**RECOMMENDATION:**  
Staff recommends the City Council authorize the sale of five Housing Successor Agency Parcels APN's 687-212-001 through 005 to the City Urban Revitalization Corporation ("CURC") at the book value of \$284,189 for subsequent development.

**BACKGROUND:**  
These parcels are located south of A Street, east of W. Buddy Rogers and north of B Street. The purpose of the acquisition is to assist the City in the future development of this site into a larger development opportunity with adjacent vacant parcels currently owned by CURC and consistent with the obligation of the existing Disposition and Development Agreement between CURC and the City as the Successor Agency to the former Redevelopment Agency of Cathedral City.

**DISCUSSION:**  
The City Urban Revitalization Corporation is a 501(c)(3) non-profit public benefit corporation to assist in relieving the burdens of local government. CURC's mission is to assist in the acquisition and development of land in the downtown corridor subsequently benefiting the City of Cathedral City through new sales tax, property tax, development fees and hotel tax. This transaction will help accomplish this mission and assist in developing a much more advantageous building site to better service the future growth of the city.

Staff is recommending Council consideration to move forward selling the parcels to the City Urban Revitalization Corporation ("CURC") as CURC would like to exercise its right under an existing development agreement with the former Redevelopment Agency, at book value. CURC would then manage the future disposition and development of the site. The existing insurance policies will remain in place to cover liability and property coverage. This will provide a much needed economic

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development opportunity for Council to consider in our downtown core as it will be a much larger development site, providing a broader interest from the development community. The referenced property is not property previously dedicated for public purpose by map or deed; it is not surplus property and it is not required to be disposed via a Department of Finance approved Long Range Property Management plan.

**FISCAL IMPACT:**

Book Value of \$284,189 would be paid to the Housing Fund to assist in meeting Housing Successor Agency obligations.

**ATTACHMENTS:**

None



# Cathedral City

## Agenda Report

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**File #:** 2016-502

**Item No:** 2.B.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**

**Authorization to Purchase Two Utility Vehicles**

**FROM:**

Tami E. Scott, Administrative Services Director

**RECOMMENDATION:**

Staff recommends the City Council authorize the purchase of two 2016 Chevrolet Silverado 2500 Trucks with a Utility Bed and Ladder rack.

**BACKGROUND:**

Currently, the Facilities Department has two pickup trucks and one utility truck it uses to service City-wide facilities, one 2001 Ford F150, a 2008 Ford F250 and a recently added 2016 utility vehicle. The 2001 pickup truck has become non-operational and cost prohibitive to repair. The Public Works Department has one 2006 utility truck that it uses for landscaping of parks and certain medians that has also is beyond the useful life and no longer repairable.

**DISCUSSION:**

The 2001 Ford F150 continues to have maintenance issues and it is time to dispose of the vehicle. This is an opportunity for the Facilities Department to obtain and outfit a 2nd utility vehicle providing for a place to put tools and ladders that can be transported easily among the buildings that the Facilities Department services. City staff has been struggling for several years with what equipment can be mobile in the bed of a pickup truck and then returned to the yard every night to unload and lock up. With a utility bed and ladder rack, this would not occur and would make servicing the outlying buildings much more efficient and cost effective. The Public Works truck is 10 years old and is also experiencing significant maintenance issues and both trucks are becoming dangerous for staff to operate. Staff has been obtaining bids from local dealers and is recommending (2) new gasoline operated 2016 Chevrolet Silverado 2500's that have a utility bed and ladder rack from Jessup Chevrolet at a price not to exceed \$36,000 each plus tax/tags/license fee, which is \$3,100 lower than a comparable Ford F250 utility truck.

**FISCAL IMPACT:**

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Replacement of the vehicles is funded in the equipment replacement fund.

**ATTACHMENTS:**

None

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**File #:** 2016-507

**Item No:** 2.C.

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**City Council**

**MEETING DATE:** 11/30/2016

**TITLE:**  
**FY2016 Homeland Security Grant Program**

**FROM:**  
Paul Wilson, Fire Chief

**RECOMMENDATION:**

Staff recommends the City Council accept a FY2016 State Homeland Security Grant (HSGP), in the amount of \$87,210 for the purchase of twenty-one Motorola portable radios and associated accessories, to be placed on all Cathedral City Fire Department apparatus.

**BACKGROUND:**

Firefighter safety is greatly impacted by communications. The number four top factor contributing to firefighter line-of-duty deaths involve communications, or lack thereof.

Firefighters work in an all-hazard emergency environment that is changing day-by-day. This dynamic aspect of fire/medical services relies greatly on the ability to communicate clearly and dependably.

**DISCUSSION:**

The Cathedral City Fire Department has become more integrated regionally as firefighters train and respond with adjacent jurisdictions. With specialized responses to active shooter, mass-casualty, and multi-story building incidents the need for interoperable communications is critical.

The twenty-one dual band portable radios will enhance firefighter safety and provide for the replacement of eight year old existing radios, freeing up general fund resources.

**FISCAL IMPACT:**

The fiscal impact for the replacement of the portable radios is minimal. Program management of the portable radios already exists, so no new infrastructure will need to be modified. The proposed radios will come configured to function in the current system.



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**ATTACHMENTS:**

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# Cathedral City

## Agenda Report

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**File #:** 2016-508

**Item No:** 2.D.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**

**Additional Supplemental Law Enforcement Services Account (SLESA) funding for FY 2015-2016.**

**FROM:**

Travis Walker, Deputy Police Chief

**RECOMMENDATION:**

Staff recommends the City Council approve the recommended purchases utilizing the additional Supplemental Law Enforcement Services Account (SLESA) funding for the FY 2015-2016.

**BACKGROUND:**

On January 27, 2016, Council initially approved an expenditure plan (2016-30) utilizing funding obtained from the Supplemental Law Enforcement Services Account (SLESA). Since that approval, we have received an additional allotment in the amount of \$29,323.78, which exceeded the original amount approved by Council. The additional funds received from this program were considered as growth by the California Department of Finance, and were therefore allocated to all of the participating agencies for the purpose of funding "frontline law enforcement services."

**DISCUSSION:**

Approving the additional Supplemental Law Enforcement Services Account funding will provide a revenue source to purchase each officer bullet resistant armor capable of protecting them during high risk situations from a variety of ammunition, including high-caliber rounds usually fired from rifles, and even armor-piercing ammunition. Each officer will also receive individual trauma treatment kits to treat critical injuries, such as gunshot wounds. The costs for purchasing the body armor will be \$23,680.25, and the trauma kits will cost \$2,266.00, with the grant proceeds covering the anticipated costs.

**FISCAL IMPACT:**

The additional allocated funding will result in revenue to the Police Department in the amount of \$29,323.78 which will be expended as identified in this report.

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**File #:** 2016-508

**Item No:** 2.D.

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**ATTACHMENTS:**

None



# Cathedral City

## Agenda Report

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**File #:** 2016-510

**Item No:** 2.E.

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### *Housing Successor Agency*

**MEETING DATE:** 11/30/2016

**TITLE:**

**Assignment, Assumption and Consent Agreement and Amendment No. 6 to Property Transfer Agreement for the Downtown Mixed Use Project**

**FROM:**

Curt Watts, Economic Development Director

**RECOMMENDATION:**

Staff recommends the City Council, as the Housing Successor Agency to the Former Redevelopment Agency, authorize the City Manager to execute an Assignment, Assumption and Consent Agreement between GreenSpring Capital, Inc., Cathedral Canyon Development, LLC, and Amendment No. 6 to the Property Transfer Agreement by and between Cathedral Canyon Development, LLC and the City of Cathedral City as the Housing Successor Agency to the Former Redevelopment Agency of the City of Cathedral City.

**BACKGROUND:**

The former Cathedral City Redevelopment Agency acquired an approximate two-acre site located at the southeast corner of East Palm Canyon Drive and West Buddy Rogers Avenue to meet affordable housing needs. The Housing Successor Agency to the Former Redevelopment Agency of the City of Cathedral City ("City") approved a Property Transfer Agreement ("Agreement") with Thermal Land, LLC in August 2013, to transfer this site for development of a mixed use project. Per the Agreement, the site was to be developed primarily for housing purposes with a percentage of the units to be available to, and occupied by, moderate income households. The Agreement has been amended multiple times to extend the deadlines for close of escrow and completion of the project as defined in the Agreement. Council approved an Assignment of the Agreement from Thermal Land, LLC to Saxony Living, LP ("Saxony") on November 18, 2014 and an Assignment of the Agreement from Saxony to GreenSpring Capital, Inc. ("GreenSpring") on October 26, 2016. The most recent approved Assignment is pending execution as a result of prolonged negotiations between Saxony and GreenSpring and modifications in the Agreement requested by GreenSpring which require approval by the Housing Successor Agency.

**DISCUSSION:**

The current Agreement between the City and Saxony requires that the approximate two-acre site located at the southeast corner of East Palm Canyon Drive and West Buddy Rogers Avenue be

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entitled, purchased and developed as a 69-residential unit mixed use project ("Project") with five (5) ground floor retail units. Saxony had been processing the Project for entitlements.

Saxony and GreenSpring Capital, a private equity and development entity based in Newport Beach, California, sought, and received on October 26, 2016, the Housing Successor Agency's approval to transfer Saxony's interests and obligations in the Agreement to GreenSpring. Per Section 9 of the Agreement "no Party to this Agreement, without prior written approval by the City, or except as permitted by this Agreement, shall assign or attempt to assign this Agreement or any right herein to any third party ...". GreenSpring proposes to continue processing the Project for entitlements with possible modifications in the residential/retail mix, acquire the Property, and construct the Project.

GreenSpring previously provided proof of financial solvency via various financial statements and authorization of business and personal credit checks. Based on the information provided, GreenSpring was deemed to have the financial ability and expertise to complete the City's required entitlement process for acquisition and development of the Property. GreenSpring has, as it has done in all of its previous development projects, created a single-asset limited liability company, Cathedral Canyon Development, LLC, ("CCD"), for development of the Project (subject to the City's future approval of entitlements and building permits). GreenSpring is currently the only member of CCD and therefore has a 100% interest. Approval of the attached Assignment, Assumption, and Consent Agreement ("Assignment", Attachment 1), will complete the assignment of the Agreement to CCD.

Also, GreenSpring has requested that we make certain modifications in the Agreement to better position the Project for success and re-establish the timeline necessary to complete the entitlement process, acquire building permits, and provide proof of construction financing to allow for the close of escrow and the commencement of Project construction. Although a previous Amendment No. 6 was approved simultaneously with the approval on October 26, 2016 of the Assignment from Saxony to GreenSpring, that Amendment has not been executed. The attached Amendment No. 6 to the Agreement (Attachment 2) has been prepared to be consistent with the new LLC entity and to also include the following:

- 1) A restructuring of the Purchase Price to increase the \$300,000 previously stipulated amount for the Property to \$331,000 in exchange for deleting the requirement to produce eleven (11) of the sixty-nine previously proposed residential units (15%) as affordable housing units for persons and families of moderate income;
- 2) Elimination of the current requirement to pay \$150,000 at Close of Escrow "to pay off any and all assessments for sewer related to the Property's inclusion in the Cove Improvement District", thereby making the payment of the annual charges for these assessments the future responsibility of the Buyer following Close of Escrow; and
- 3) Include an 18-month extension of the previously established timeline for Close of Escrow, followed by an 18-month deadline for Project Completion along with an option allowing the Buyer to extend the Close of Escrow deadline an additional six (6) months upon depositing into escrow an amount equal to 50% of the Purchase Price (i.e. additional deposit of \$165,500) to be applied toward the Purchase Price at Close of Escrow. NOTE: Prior to Close of Escrow the Buyer must complete the

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entire project entitlement process for the Expanded Project and provide proof that Buyer has sufficient funds, or loan(s) to purchase the Property and develop the Project as approved by the City.

**FISCAL IMPACT:**

The Assignment transferring GreenSpring's interests and obligations in the Agreement to Cathedral Canyon Development, LLC and Amendment No. 6 restructuring the Purchase Price, eliminating the requirement to produce eleven (11) moderate income residential units and extending time deadlines contained in the newly assigned Agreement, will further the Project's ability to be entitled and developed. The Housing Successor Agency will receive an additional \$31,000 as a result of these changes and the sewer assessment charges will become the future responsibility of the Buyer following Close of Escrow. All other financial terms of the Agreement will remain unchanged with the approval and execution of the Assignment and Amendment No. 6.

**ATTACHMENTS:**

1. Assignment, Assumption and Consent Agreement
2. Amendment No. 6 to Property Transfer Agreement and Escrow Instructions

## ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

(for PROPERTY TRANSFER AGREEMENT)

This Assignment, Assumption and Consent Agreement (“AAC **Agreement**”) is entered into as of November \_\_, 2016, by and between GreenSpring Capital, Inc., a California corporation (“**GreenSpring**”), Cathedral Canyon Development, LLC, a \_\_\_\_\_ (“**Cathedral Canyon**”) and Cathedral City, a California municipal corporation, acting solely in its role as the Successor Housing Agency to the former Redevelopment Agency of the City of Cathedral City, (“**City**”). GreenSpring, Cathedral Canyon and City are sometimes referred to individually as a “**Party**” or collectively referred to as the “**Parties**.”

### **RECITALS**

A. City and Thermal Land, LLC, (“**Thermal**”) entered into that certain Property Transfer Agreement and Escrow Instructions dated August 28, 2013 (“**Transfer Agreement**”), which provided for the sale of the **Property** (as described in the Transfer Agreement) to Thermal upon timely completion of the **Project**, a mixed use residential / commercial development (as described in the Transfer Agreement).

B. City, Thermal and Saxony entered into that certain Assignment of Property Transfer Agreement dated November 18, 2014, by which City consented to the assignment by Thermal of all of its interests, rights, title, obligations, duties and responsibilities, terms, conditions, and covenants in, to and under the Transfer Agreement (“**Rights and Obligations**”) to Saxony, and Saxony assumed all such Rights and Obligations. On October 26, 2016, City and Saxony entered into that Assignment, Assumption and Consent Agreement, under which Saxony assigned, and City consented to the assignment by Saxony of, all of its Rights and Obligations in, to and under the Transfer Agreement to GreenSpring and GreenSpring assumed all such Rights and Obligations. The Project was not completed and the purchase and sale of the Property was not consummated between City and Thermal before the assignment to Saxony, or between City and Saxony before the assignment to GreenSpring.

C. The Transfer Agreement has been amended with the concurrence of City by Thermal, and subsequently by Saxony, five (5) times which amendments include, Amendment No. 1 (March 12, 2014), Amendment No. 2 (August 14, 2014), Amendment No. 3 (February 26, 2015), Amendment No. 4 (October 28, 2015), Amendment No. 5 (March 9, 2016) collectively the “**Amendments**”. The Transfer Agreement shall be deemed to be inclusive of all of the Amendments.

D. GreenSpring has set up an affiliate or related business known as Cathedral Canyon Development, LLC in order to hold and operate the Project. GreenSpring now desires to assign all of its Rights and Obligations in, to and under the Transfer Agreement to Cathedral Canyon, and Cathedral Canyon desires to assume

GreenSpring's Rights and Obligations in the Transfer Agreement for the purpose of undertaking the Project.

E. Section 9 of the Transfer Agreement requires GreenSpring to obtain the express written approval of City prior to assigning any of its Rights and Obligations in, to and under the Transfer Agreement to another Party. This AAC Agreement is intended by the Parties to satisfy all of the requirements of Section 9 for the assignment and assumption of the Rights and Obligations between GreenSpring and Cathedral Canyon and the approval of City.

F. City has determined that the assignment by GreenSpring and assumption by Cathedral Canyon of the Rights and Obligations in, to and under the Transfer Agreement will assist in bringing the Project to fruition.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Consent. City does hereby consent to the assignment by GreenSpring and the assumption by Cathedral Canyon of the Rights and Obligations in, to and under the Transfer Agreement pursuant to Section 9 thereof.

2. Assignment. GreenSpring, as assignor, hereby transfers, assigns and conveys all of its Rights and Obligations in, to and under the Transfer Agreement to Cathedral Canyon.

3. Release. City hereby releases GreenSpring, and GreenSpring hereby releases City, from any and all negotiations, agreements, claims, damages of any kind whatsoever, or other acts or omissions in connection with the Transfer Agreement, the Amendments, or this AAC Agreement.

4. Assumption. Cathedral Canyon hereby accepts the foregoing assignment, assumes all such Rights and Obligations, and agrees to perform and discharge all such obligations of Saxony under the Transfer Agreement, including, without limitation, the executory and unfulfilled terms, conditions, and covenants of the Transfer Agreement, inclusive of the Amendments. Except as expressly provided to the contrary in this AAC Agreement, to the extent that conditions exist which constitute a failure to perform or a default by GreenSpring under the Transfer Agreement, such failures to perform and/or defaults, if any, are not hereby excused or waived and Cathedral Canyon assumes and shall be responsible for cure of same, as provided under the Transfer Agreement.

5. Forbearance and Amendment. City and Cathedral Canyon agree that certain Project related deadlines that GreenSpring has the obligation to perform ("**Deadlines**") have either expired or are likely to expire before Cathedral Canyon has a reasonable opportunity to complete them. The Deadlines are variously set forth in



Exhibits to the Transfer Agreement and Amendments, and are identified in the Exhibits variously as the "Schedule of Obligations," the "Escrow Deadlines," the "Project Schedule," and/or the "Conditions required to be Fulfilled." City and Cathedral Canyon also agree that they mutually desire to assess the potential to modify or expand the scope of the Project. To that end, City and Cathedral Canyon have negotiated Amendment No. 6 to the Transfer Agreement concurrently with this AAC Agreement, and provided it is approved by City and Cathedral Canyon and becomes effective and binding on those Parties: (1) City will forbear providing notice of default or pursuing any remedy (including, without limitation, assessing liquidated damages, pursuing any reversionary interest, or commencing any suit at law or equity) made available under the Transfer Agreement, inclusive of the Amendments, for any failure to satisfy one or more of the previously existing Deadlines stated in the Transfer Agreement or Amendments, including, without limitation, any Deadline set forth in sections 5.9, 5.10, 5.12, 5.16, 10 or 13, or any Exhibit to the Transfer Agreement or Amendments; and (2) each Party will be deemed to have waived and released the other Party from reimbursement of any costs and expenses incurred by the Party, and from any default or breach of the Transfer Agreement, inclusive of the Amendments, and from any damages, including liquidated and consequential damages and other liabilities arising therefrom.

## 6. General Provisions

6.1 Recitals. Each of the Recitals set forth above is incorporated in this AAC Agreement as though set forth in full herein and the Parties acknowledge and agree to the truth and accuracy thereof.

6.2 Governing Law; Venue. This AAC Agreement shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this AAC Agreement shall be filed and litigated exclusively in the Superior Court of Riverside, California or in the Federal District Court for the Central District of California.

6.3 Entire Agreement/Amendment. This AAC Agreement, together with the Transfer Agreement, inclusive of the Amendments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Agreement. This AAC Agreement may not be amended except by an instrument in writing signed by each of the Parties.

6.4 Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this AAC Agreement.

6.5 Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this AAC Agreement.

6.6 Severability. If any term, provision, condition or covenant of this AAC Agreement, or its application to any Party or circumstance, shall be held by a court of competent jurisdiction, to any extent, to be invalid or unenforceable, the remainder of this AAC Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law, unless the rights and obligations of the Parties have been materially altered or abridged thereby.

6.7 Counterparts. This AAC Agreement may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument

6.8 Effective Date. This AAC Agreement shall be binding and effective by and amongst the Parties on the date first stated above, provided the AAC Agreement has been approved by City's City Council and executed by its City Manager and has been duly executed by the authorized representative(s) of GreenSpring and Cathedral Canyon. All persons executing this AAC Agreement represent and warrant to the other Parties that they are the duly designated representative of their respective Party and have full power and authority to execute the AAC Agreement on their Party's behalf.

IN WITNESS WHEREOF, City, GreenSpring, and Cathedral Canyon have executed this AAC Agreement as of the date first set forth above.

**CONSENTING PARTY**

CITY OF CATHEDRAL CITY,  
a California municipal corporation

By: \_\_\_\_\_  
Charles P. McClendon  
City Manager

ATTEST:

\_\_\_\_\_  
Gary F. Howell, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Eric S. Vail, City Attorney

**ASSIGNOR**

GREENSPRING CAPITAL, INC.,  
a California corporation

By: \_\_\_\_\_  
Eric Keillor  
President

By: \_\_\_\_\_  
Eric Keillor  
Secretary

**ASSIGNEE**

CATHEDRAL CANYON DEVELOPMENT,  
LLC,  
a \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

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.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

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.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
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<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

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.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
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<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
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### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_





**AMENDMENT NO. 6  
TO  
TRANSFER AGREEMENT  
AND  
ESCROW INSTRUCTIONS**

by and between

**CITY OF CATHEDRAL CITY**

and

**CATHEDRAL CANYON DEVELOPMENT, LLC.**

Dated November 30, 2016

**AMENDMENT NO. 6 TO  
PROPERTY TRANSFER AGREEMENT  
AND ESCROW INSTRUCTIONS**

This Amendment No. 6 to Transfer Agreement and Escrow Instructions ("**Amendment No. 6**"), which is dated for reference as indicated on the cover page, is hereby entered into by and between Cathedral Canyon Development, LLC., a California limited liability company ("**Developer**" or "**Buyer**"), and Cathedral City, a California municipal corporation, acting solely in its role as the Successor Housing Agency to the Former Redevelopment Agency of the City of Cathedral City ("**City**" or "**Seller**"). Developer and City are sometimes referred to individually as a "**Party**" or collectively referred to as the "**Parties**."

**RECITALS**

A. City and Thermal Land, LLC, ("**Thermal**") entered into that certain Property Transfer Agreement and Escrow Instructions dated August 28, 2013 ("**Transfer Agreement**"), which provided for the sale of the **Property** (as described in the Transfer Agreement) to Thermal upon timely completion of the **Project**, a mixed use residential / commercial development, as described in the Transfer Agreement.

B. There have been several serial assignments of the Transfer Agreement amongst the City and several parties as follows:

(1) On or about November 18, 2014, City, Thermal and Saxony Living, LP., ("**Saxony**") entered into that certain Assignment of Property Transfer Agreement dated November 18, 2014, by which City consented to the assignment by Thermal of all of its interests, rights, title, obligations, duties and responsibilities, terms, conditions, and covenants in, to and under the Transfer Agreement ("**Rights and Obligations**") to Saxony, and Saxony assumed all such Rights and Obligations.

(2) On or about October 26, 2016, City, Saxony, and GreenSpring Capital, Inc., ("**GreenSpring**"), entered into that Assignment, Assumption and Consent Agreement under which Saxony assigned, and City consented to the assignment by Saxony of, all of its Rights & Obligations in, to and under the Transfer Agreement to GreenSpring, and GreenSpring assumed all such Rights and Obligations.

(3) On or about November 30, 2016, City, GreenSpring, and Developer entered into that Assignment, Assumption and Consent Agreement under which GreenSpring assigned, and City consented to the assignment by GreenSpring of, all of its Rights & Obligations in, to and under the Transfer Agreement to Developed, and Developer assumed all such Rights and Obligations.

To date the Project has not been completed and the purchase and sale of the Property has not been consummated between City and any of the parties referenced above.

C. The Transfer Agreement has been amended by Thermal, with the concurrence of City, and subsequently by Saxony, five (5) times, which amendments include Amendment No. 1 (March 12, 2014), Amendment No. 2 (August 14, 2014), Amendment No. 3 (February 26, 2015), Amendment No. 4 (October 28, 2015) and Amendment No. 5 (March 9, 2016), collectively the “**Amendments**”. The Transfer Agreement shall be deemed to be inclusive of all of the Amendments.

D. City and Developer now desire to amend the Transfer Agreement and among other things desire to revise the various times stated to complete performance of certain actions under the Transfer Agreement and Amendments (“**Deadlines**”). The two primary Deadlines, set forth in Section 5.12 (Closing Date) and Section 10 (Deadline to Complete the Project) of the Transfer Agreement, are amended as specified below. There are a number of ancillary Deadlines that are either measured from the opening of escrow, or that must be completed prior to close of escrow, or that must occur prior to the completion of the Project. These Deadlines were provided for in the Transfer Agreement and then depicted in the Exhibits to the Transfer Agreement and Amendments variously as the “Schedule of Obligations,” the “Escrow Deadlines,” the “Project Schedule,” and/or the “Conditions required to be Fulfilled.” It is the intent of the Parties that all such ancillary Deadlines be extended commensurate with the extension of the Closing Date and/or Deadline to Complete the Project, as specified below, to which they are subordinate.

E. The Parties acknowledge that escrow has previously been opened, as provided in Section 5.2. The Parties also acknowledge that the Deposit required under Section 5.2.2 was made, but that a portion of the Deposit was previously withdrawn by a predecessor party to Developer, and that currently the balance of the Deposit in Escrow is Ten Thousand Dollars (\$10,000.00).

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the promises made and recited herein, the parties do hereby enter into this Amendment No. 6, which modifies and amends the Transfer Agreement as follows:

1. **AMENDMENTS.** The Transfer Agreement is hereby modified and amended as follows:

1.1 **Section 2. Purchase and Sale.** Section 2 of the Transfer Agreement is hereby amended to read as follow:

“2. **Purchase and Sale.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller for an amount equal to THREE HUNDRED AND THIRTY-ONE THOUSAND DOLLARS (\$331,000) (the “**Purchase Price**”) and upon all of the terms and conditions set forth in this Agreement, in order to develop the project (the “**Project**”) as defined herein. The Purchase Price shall be tendered to Buyer by Seller at the Close of Escrow (as defined in Section 5.12). It is

expressly acknowledged by Buyer and Seller that the Purchase Price is in consideration of the following:

(a) The Project is anticipated to be a Sixty-Nine (69) unit apartment building with related amenities, including five (5) ground floor retail units, with a combined total rentable area of approximately Eighty-Seven Thousand Nine Hundred Ninety-Five (87,995) square feet. The Parties acknowledge that the description of the Project is approximate and the Parties agree to work together cooperatively during the entitlement process on a mutually agreeable final use designation, product mix, and dwelling unit count for the Project.

(b) Conveyance of the Property by City to Buyer free and clear of all "Redevelopment Obligations" as previously described in Section 6, inclusive of subsections 6.1 through 6.3, of the Agreement, including any covenant obligating Buyer to develop and maintain at least fifteen percent (15%) of Project dwelling units for occupancy by persons and families of moderate income at an affordable housing cost for fifty-five (55) years. The Parties agree that the covenants related to Use and Design and Construction as provided in Section 7 of the Agreement shall remain an obligation of Buyer.

(c) No part of the Purchase Price shall be allocated to or credited towards Buyer's obligation to pay special assessments for sewer services which are related to the Property's inclusion in the Cove Improvement District. These assessments shall be timely paid before delinquency by Buyer, and its successors-in-interest, to the Property as an ongoing obligation as required under the Cove Improvement Districts formation documents."

**1.2 Section 5.12 Closing Date.** Section 5.12 of the Transfer Agreement is hereby amended to read as follows:

"5.12. Closing Date. Escrow shall close (as evidenced by the recordation of the grant deed in the Official Records of Riverside County, California), as soon as the conditions to Close of Escrow have been met or waived, but in any event, not later than March 30, 2018 (the "Close of Escrow" or the "Closing Date"), unless extended as provided herein. Buyer shall have one option to extend the deadline for Close of Escrow for a further period of six (6) months, by depositing fifty percent (50%) of the Purchase Price into Escrow at least five (5) business days prior to the existing deadline for Close of Escrow."

**1.3 Section 6. City Covenants.** Section 6, inclusive of Sections 6.1, 6.2 and 6.3, and Exhibit "C" (Redevelopment Covenants) of the Transfer Agreement are hereby deleted and the following text inserted:

“6. City Covenants. This Section and Subsections 6.1, 6.2, and 6.3 as well as Exhibit “B” (Redevelopment Covenants) have been intentionally deleted.”

1.4 **Section 7.1. Redevelopment Covenants.** Section 7.1 of the Transfer Agreement is hereby amended to read as follows:

“7.1 Covenants. Buyers agrees to abide by the covenants described in Sections 7.2 (Covenants Related to Use and Design) and 7.3 (Covenant on Construction) and the parties shall meet and confer and mutually agree whether such covenants shall be included in a declaration of covenants and restricts recorded against the property at Close of Escrow, or shall be included within the Grant Deed to be recorded at Close of Escrow, or whether such obligations have been, in the sole determination of City, satisfactorily discharged by Buyer such that no recorded covenant need be required.”

1.5 **Section 9. Prohibition against Transfers.** Section 9 of the Transfer Agreement is hereby amended to read as follows:

“9. Prohibition Against Transfers.

9.1. Transfer of Property prior to Notice of Completion. Except as is expressly provided in Section 9.2 and 9.3 of this Agreement, the Parties agree that no Party shall sell, transfer, convey, leave, leaseback, or assign the whole or any part of the Property or any partial or whole interest therein which is the subject of this Agreement, or any improvements thereon (“**Property Transfer**”), until after the issuance by Seller of the Notice of Completion, as described in Section 17 below. In the event of an unauthorized Property Transfer, the transferee in connection therewith shall become fully liable for each and every obligation of the transferor, and the transferor shall not be relieved of any obligation or liability under this Agreement.

9.2. Necessary Easements. The prohibition on Property Transfers shall not apply to the reasonable grant of limited easements or permits to facilitate the development of the Project on the Property.

9.3. Transfer of Rights and Obligations in the Agreement / New Members. Except as expressly provided herein, Developer shall not assign, convey, or otherwise transfer any of its rights, title, interest and obligations in the Agreement (“**Agreement Transfer**”) to any third party without the prior written consent of the City, which consent may be withheld at the City’s discretion, but in the event of the City’s consent, then such Agreement Transfer shall not be deemed to be effective unless all parties have executed and approved an assignment and assumption agreement satisfactory to City. In the event of an Agreement Transfer, the

assignee shall assume all of Developer's obligations and be fully liable for all debts and defaults of Developer under the Agreement. Notwithstanding the foregoing, the addition of any new member(s) to Cathedral Canyon Development, LLC., shall not be considered to be an Agreement Transfer and may be performed without the prior consent of City, provided that Developer provides City with reasonable prior written notice identifying the new member(s) and Eric Lee Keillor retains management and control of the Project."

1.6 **Deadlines Measured from the Opening Of Escrow.** The Parties acknowledge that certain obligations of the Parties, measured from the Opening of Escrow, as provided in Sections 4.1 (Approval of Title to the Property), 5.2.1 (Delivery of Document), 5.4 (Service Contracts), and 5.5 (Preliminary Title Reports), may have previously been fully or partially satisfied, or may need to be redone due to the passage of time and the change of Developer. The Parties agree to cooperate and work in good faith to identify which of these obligations has been satisfied and which remains to be completed or redone and to then create a reasonable schedule for completion of such items. Notwithstanding the foregoing, all such obligations must be completed prior to the Close of Escrow.

1.7 **Section 10. Deadline for Project Completion; Liquidated Damages.** The first sentence of Section 10 is here by amended to read as follows:

"Developer shall complete all Project construction and Property Development, as approved and accepted by the City, within Eighteen (18) month after the Close of Escrow ("**Deadline**")."

The dollar amount stated in the third sentence of Section 10 shall be amended and changed from \$450,000 to "\$331,000". The remainder of Section 10 shall remain unchanged.

1.8 **Section 13.1 Notice of Defaults.** The dates referenced in Section 13.1 for Close of Escrow and completion of the Project shall hereby be changed to "March 30, 2018" and "Eighteen (18) months after Close of Escrow" respectively. The remainder of Section 13.1 shall remain unchanged.

1.9 **Section 14.2 Where to Give Notice.** For the purpose of providing notice in accordance with Section 14.2, all notices, demands or communications to a Party shall be sent to:

(to Developer) Cathedral Canyon Development, LLC.  
2429 W. Coast Hwy., Suite # 210  
Newport Beach, CA 92663  
Attn: Eric Lee Keillor

(to City) City of Cathedral City  
68-700 Avenida Lalo Guerrero

Cathedral City, CA 92234  
Attn: City Manager

(with a copy to) Burke, Williams & Sorensen, LLP  
1600 Iowa Avenue – Suite 250  
Riverside, CA 92507  
Attn: Eric S. Vail

**1.10 Deadlines Set Forth in Exhibit “A” (Escrow Deadlines) and Exhibit “B” (Project Schedule) of Amendment No. 5.** The dates identified in Exhibits “A” and “B” of Amendment No. 5, unless covered under Section 1.6 of this Amendment No. 6, are hereby deemed continued to a date commensurate with the extension of the Closing Date or Deadline for Project Completion set forth above, as the case may be.

## **2. GENERAL PROVISIONS.**

**2.1 Remainder Unchanged.** Except as specifically modified and amended in this Amendment No. 6, the Transfer Agreement remains in full force and effect and binding upon the parties.

**2.2 Integration.** This Amendment No. 6 consists of pages 1 through 7 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Amendment No. 6.

**2.3 Effective Date / Conditions Precedent.** This Amendment No. 6 shall not become effective and binding upon the Parties unless and until the Parties and GreenSpring have approved and duly executed the Assignment, Assumption and Consent Agreement for the Transfer Agreement.

**2.4 Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Amendment No. 6.

**2.5 References.** All references to the Transfer Agreement include all their respective terms and provisions. All defined terms utilized in this Amendment No. 6 have the same meaning as provided in the Transfer Agreement, unless expressly stated to the contrary in this Amendment No. 6.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 6 to the Transfer Agreement on the date and year first written above.

**CITY OF CATHEDRAL CITY / SELLER**

By: \_\_\_\_\_  
Charles P. McClendon  
City Manager

ATTEST:

\_\_\_\_\_  
Gary F. Howell, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Eric S. Vail, City Attorney

**DEVELOPER/BUYER**

CATHEDRAL CANYON DEVELOPMENT, LLC  
a California Limited Liability Company

By: \_\_\_\_\_  
Eric Lee Keillor,



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

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TITLE(S)
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#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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# Cathedral City

## Agenda Report

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**File #:** 2016-512

**Item No:** 2.F.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**

**Modify the Appointment of Council Member Shelley Kaplan to serve as a Trustee on the Coachella Valley Mosquito and Vector Control District Board of Trustees.**

**FROM:**

Charles McClendon, City Manger

**RECOMMENDATION:**

Staff recommends the City Council modify the appointment of Council Member Shelley Kaplan to serve as a Trustee on the District Board of Trustees for the Coachella Valley Mosquito and Vector Control District from a three-year term to a two-year term continuing through December 31, 2018.

**BACKGROUND:**

At the City Council Meeting of November 10, 2016, the City Council reappointed Shelley Kaplan to serve as a Trustee on the District Board of Trustees for the Coachella Valley Mosquito and Vector Control District for a term continuing to December 31, 2019.

**DISCUSSION:**

After the reappointment of Council Member Kaplan, staff received notification that the terms for the Coachella Valley Mosquito and Vector Control District Board of Trustees are governed by the Health and Safety Code which allows for two year or four year terms. Staff followed up with Council Member Kaplan to see what his term preference is and he indicated that a two-year term would be appropriate at this time.

Staff recommends that the City Council modify the appointment of Council Member Shelley Kaplan to serve as a Trustee on the District Board of Trustees for the Coachella Valley Mosquito and Vector Control District from a three-year term to a two-year term continuing through December 31, 2018. Staff will notify the Clerk of the Board of this appointment.

**FISCAL IMPACT:**

None with this action

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**File #:** 2016-512

**Item No:** 2.F.

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**ATTACHMENTS:**

None



# Cathedral City

## Agenda Report

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**File #:** 2016-515

**Item No:** 2.G.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**

**Vacation 2016-01: Resolution of Intention to Vacate a Portion of an Utility Easement on Sunair Road, between Melrose Drive and Palo Verde Drive**

**FROM:**

John A. Corella, P.E. - City Engineer

**RECOMMENDATION:**

Staff recommends the City Council adopt a Resolution of Intention to vacate a portion of an 80 foot wide utility easement reserved from the vacation of Sunair Road in 2002, between Melrose Drive and Palo Verde Drive, and setting a public hearing, on Wednesday, January 11, 2017 at 6:30 pm in the City Council Chambers.

**BACKGROUND:**

In 1997, the owner of the resort hotel located on Sunair Road (since re-named to Gay Resort Drive) applied to the City for the vacation of all of Sunair Road, along the frontage of the hotel, between Melrose Drive and Palo Verde Drive. The City conditionally approved this vacation, and several years later, after the conditions were met, the City recorded Resolution 97-65, which vacated the street. Because of the existence of a number of utilities in this street, the entire 80 foot width of Sunair Road was reserved as a utility easement as part of the vacation.

Over the years, the ownership of the resort changed, and the resort has been improved. The current owners have submitted an application for Conditional Use Permit CUP 2016-039, to allow for the construction of a restaurant inside the resort. The plans for the new restaurant show that it will encroach into the vacated street and reserved utility easement by over 30 feet. At least one utility, a gas line, must be relocated to allow construction of the restaurant. The owners have therefore requested that the City vacate a portion of the reserved utility easement to clear the proposed restaurant.

**DISCUSSION:**

The vacation procedure begins with the adoption of the attached Resolution of Intention, which schedules a public hearing date, and directs the publication and noticing of the hearing.

Staff has already notified all the utility companies of the proposed vacation and restaurant

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construction, and their comments and recommendations will be considered in the City Engineer's final report on the vacation request at the public hearing.

At this time, since the utility companies have not yet responded, the exact extent of the proposed vacation is unknown. The length and size of the utility easement area to be vacated will depend upon the final disposition of any of the utilities which may interfere with the location of the proposed restaurant. The legal description and sketch of the reserved utility easement in the attached Resolution of Intention show the entire area of the reserved easement. Once all utility comments have been submitted and their relocation plans are known, the exact description of the portion to be vacated can be finalized, and that portion will be described in the final Resolution of vacation, to be considered after the scheduled public hearing.

The area of the reserved easement will be posted with copies of the Resolution of Intention and Public Hearing Notice, and the Public Hearing Notice will also be published twice in the "Desert Sun", all as required by law.

Typically, this type of vacation requires a finding that it is in conformance with the General Plan and any applicable Specific Plans. But since utility easements are not shown or discussed in any element of the General Plan, no such finding will be made.

Prior to vacating the easements, a finding must also be made that the easements have no present or prospective use, and that they have no use as a non-motorized vehicle (bicycle) route.

A CEQA environmental finding will also be available for approval at the public hearing.

A noticed public hearing will then be held to hear testimony on the proposed vacation. At that time, a full Engineer's report will be presented, which will contain a final recommendation to City Council on this vacation request, with all necessary findings, environmental determinations, and special conditions of approval, if any, along with information on any comments or protests received.

An environmental finding on the proposed vacation will be made at the public hearing.

The attached Resolution of Intention sets the public hearing for the vacation of a portion of the reserved utility easement in the former Sunair Road for Wednesday, January 11, 2017 at 6:30 p.m., in the City Council Chambers.

#### **FISCAL IMPACT:**

There is no direct financial impact on the City as a result of the passage of this Resolution. The existing reserved utility easement is neither used nor maintained by the City.

#### **ATTACHMENTS:**

1. Resolution of Intention for Vacation 2016-01.

2. Exhibits "A" and "B".
3. Resolution No. 97-65, recorded May 17, 2002, #2002-262992.

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A PORTION OF AN 80 FOOT WIDE UTILITY EASEMENT RESERVED FROM THE VACATION OF SUNAIR ROAD, BETWEEN MELROSE DRIVE AND PALO VERDE DRIVE, PURSUANT TO VACATION NO. 97-1, AS DESCRIBED IN RESOLUTION NO. 97-65, RECORDED ON MAY 17, 2002, AS INSTRUMENT NO. 2002-262992, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY.**

**(VACATION NO. 2016-01)**

**WHEREAS**, in 1997, the owners of the CCBC Resort Hotel, located at 68-300 Gay Resort Drive, in Cathedral City, applied to the City for the vacation of all of Sunair Road, 80 feet wide, along the north frontage of the hotel, between Melrose Drive and Palo Verde drive; and

**WHEREAS**, on July 9, 1997, after a duly noticed public hearing, the City Council adopted Resolution No. 97-19 which conditionally vacated the above described portion of Sunair Road; and

**WHEREAS**, on November 12, 1997, the City Council considered the modification of the said conditions, and did adopt Resolution No. 97-65, which superseded the previous Resolution 97-19; and

**WHEREAS**, on May 17, 2002, after the conditions precedent to the recordation of Resolution No. 97-65 were met, said Resolution 97-65 was recorded as Instrument No. 2002-262992, in Official Records of Riverside County, which had the effect of vacating all of Sunair Road, between Melrose Drive and Palo Verde Drive, subject to the reservation of an 80 foot wide utility easement over all of Sunair Road, for the maintenance, operation, replacement, removal or renewal of any public utility facilities then existing in Sunair Road or that may be installed in the future; and

**WHEREAS**, the said utility easement as reserved in Said Resolution 97-65 is described in Exhibit "A" and shown on Exhibit "B", which are attached to and made a part hereof; and

**WHEREAS**, the present owners of the CCBC Resort Hotel have requested the vacation of a portion of the above described 80 foot wide utility easement as described and shown in said Exhibits "A" and "B" to allow for the construction of a restaurant within a portion of the former Sunair Road right of way, pursuant to the owner's application for Conditional Use Permit No. 16-039.



**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Cathedral City as follows:

**SECTION 1.** It is the intention of this City Council to consider the vacation of some portion of the utility easement reserved over the vacated right of way of Sunair Road, as described and shown in the attached Exhibits "A" and "B". The exact dimensions, length and area of the portion to be vacated will depend upon the final disposition and relocation plans of any existing utility facilities located within the vacated portion of Sunair Road required to clear the building site for the proposed restaurant building.

A more exact legal description of the portion to be vacated will be contained in the final Resolution of Vacation to be considered at the public hearing to be held on this vacation request.

**SECTION 2.** This vacation proceeding will be conducted under Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code of the State of California, said Part 3 being the Public Streets, Highways, and Service Easements Vacation Law, and subject to Section 892 of said Streets and Highways Code.

**BE IT FURTHER RESOLVED** that a public hearing on this proposed vacation will be held on:

Wednesday, January 11, 2017, at 6:30 p.m. in the Council Chambers, at the City of Cathedral City City Hall, located at 68700 Avenida Lalo Guerrero, Cathedral City, California,

at which time and place the City Council will hear and consider the proposal and statements from all parties interested in the proposed vacation.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to cause this Resolution of Intention and a Notice of Public Hearing to be posted as follows:

1. It shall be forthwith posted in at least the three (3) public places designated for the posting of ordinances and public notices.
2. No later than by December 23, 2016, at least three (3) copies shall be posted conspicuously along the easement to be considered for vacation, and not more than 300 feet apart.

A Notice of Public Hearing shall be published twice for two successive weeks prior to the public hearing in a daily, semi-weekly or weekly newspaper published in the County of Riverside and circulated in the City of Cathedral City.

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**APPROVED**, and **ADOPTED** at a regular meeting of the City Council for the City of Cathedral City held on this 30th day of November, 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

\_\_\_\_\_  
Stanley E. Henry, Mayor  
City of Cathedral City, California

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Department

**REVIEWED:**

\_\_\_\_\_  
Charles P. McClendon, City Manager

Attachments:

Exhibit A: legal description of vacated portion of former Sunair Road and reserved utility easement, between Melrose Drive and Palo Verde Drive

Exhibit B: sketch of vacated portion of former Sunair Road and existing reserved utility easement

EXHIBIT "A"

LEGAL DESCRIPTION OF RESERVED UTILITY EASEMENT  
FROM VACATION OF SUNAIR ROAD

COMMENCING AT THE CENTER LINE INTERSECTION OF SUNAIR ROAD AND PALO VERDE DRIVE, IN THE CITY OF CATHEDRAL CITY, CALIFORNIA, AS SHOWN BY MAP OF SUNAIR TRACT NO. 1 ON FILE IN BOOK 22 PAGE(S) 67 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID INTERSECTION BEING A POINT IN A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS SOUTH  $73^{\circ} 42' 26''$  EAST;

THENCE NORTH  $71^{\circ} 30' 00''$  WEST 30.00 FEET ALONG THE CENTER LINE OF SAID SUNAIR ROAD TO THE POINT OF BEGINNING, BEING ALSO A POINT IN A CURVE IN THE WESTERLY LINE OF SAID PALO VERDE DRIVE CONCAVE EASTERLY HAVING A RADIUS OF 830.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS SOUTH  $73^{\circ} 37' 38''$  EAST;

THENCE NORTHERLY 30.82 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $2^{\circ} 07' 38''$ ;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH  $18^{\circ} 30' 00''$  EAST 29.19 FEET TO THE BEGINNING OF A CURVE IN THE EASTERLY LINE OF LOT 1 OF BLOCK D OF SAID SUNAIR TRACT NO. 1, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHERLY AND WESTERLY 31.42 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $90^{\circ} 00' 00''$  TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE NORTH  $71^{\circ} 30' 00''$  WEST 365.59 FEET ALONG SAID SOUTHERLY LINE OF LOT 1 AND THE SOUTHERLY LINES OF LOTS 2, 3, 4, 5 AND E (SUNAIR PLAZA SOUTH), OF SAID BLOCK D AND THE SOUTHERLY LINE OF LOT 1 OF BLOCK 3 OF SAID SUNAIR PLAZA NO. 1;

THENCE CONTINUING NORTH  $71^{\circ} 30' 00''$  WEST 139.62 FEET ALONG THE SOUTHERLY LINES OF LOTS 115, 116 AND 117 OF SUNAIR TRACT NO. 3 AS SHOWN BY MAP ON FILE IN BOOK 30 PAGE(S) 15 AND 16 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET;

THENCE WESTERLY AND NORTHERLY 23.82 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $68^{\circ} 14' 20''$  TO A POINT IN A CURVE IN THE EASTERLY RIGHT OF WAY LINE OF MELROSE DRIVE, CONCAVE EASTERLY HAVING A RADIUS OF 1250.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS NORTH  $86^{\circ} 44' 20''$  EAST;

THENCE SOUTHERLY AND EASTERLY 134.41 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $6^{\circ} 09' 40''$  TO THE BEGINNING OF A CURVE IN THE WESTERLY LINE OF LOT 114 OF SAID SUNAIR TRACT NO. 3, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET. A RADIAL LINE FROM SAID CURVES BEARS NORTH  $80^{\circ} 34' 40''$  EAST;

THENCE NORTHERLY AND EASTERLY 41.16 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $117^{\circ} 55' 20''$  TO THE NORTHERLY LINE OF SAID LOT 114;

THENCE SOUTH  $71^{\circ} 30' 00''$  EAST 453.93 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET;

THENCE EASTERLY AND SOUTHERLY 29.28 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $83^{\circ} 52' 03''$  TO A POINT IN A CURVE IN THE WESTERLY LINE OF SAID PALO VERDE DRIVE, CONCAVE EASTERLY HAVING A RADIUS OF 830.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH  $77^{\circ} 37' 57''$  EAST;

THENCE NORTHERLY 58.02 FEET ALONG SAID CURVE THROUGH AN ANGLE OF  $4^{\circ} 00' 19''$  TO THE POINT OF BEGINNING.



117 | SUNAIR TRACT NO.3

N.B. 30/15-16

116  
N80°15'20"E  
L=20.00'  
A=69°14'50"  
R=20.00'  
I=23.82'

115 | BLOCK E

139.62'

MELROSE DRIVE

114  
N20°34'00"E  
L=20.00'  
A=117°55'20"  
R=20.00'  
I=41.16'

N71°30'00"W

365.59'  
365.59'

SUNAIR TRACT NO.1  
N.B. 22/67

BLOCK D

3  
2

253.93'  
S71°30'00"E

N18°30'00"E  
L=20.00'  
A=90°00'00"  
R=20.00'  
I=31.28'



NOT TO SCALE

SUNAIR TRACT NO.3  
N.B. 30/15-16



EXHIBIT B

**RESOLUTION NO. 97-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ORDERING THE VACATION OF SUNAIR ROAD, BETWEEN MELROSE DRIVE AND PALO VERDE DRIVE (VACATION NO. 97-1), AMENDING THE CONDITIONS OF VACATION CONTAINED IN RESOLUTION NO. 97-37, AND SUPERSEDING SAID RESOLUTION NO. 97-37.**

**WHEREAS**, there is shown on the official maps of the City of Cathedral City, California, a certain public street, known as Date Palm Drive; and

**WHEREAS**, a request to vacate and abandon Sunair Road, between Melrose Drive and Palo Verde Drive has been received from Sunair properties, Inc., which said street vacation is described in the attached Exhibit "A", which is attached hereto and made a part hereof, and is shown on the sketch, marked Exhibit "B", which is attached hereto and made a part hereof; and

**WHEREAS**, pursuant to the provisions of Chapter 3 of Part 3 of Division 9 of the Streets and Highways Code of the State of California (said part being the "Public Streets, Highways, and Service Easements Vacation Law"), and subject to Section 892 of the Streets and Highways Code, this Council, on May 14, 1997, adopted Resolution No. 97-19 declaring its intention to vacate the said Sunair Road, between Melrose Drive and Palo Verde Drive; and

**WHEREAS**, this Council did, on June 25, 1997, after publishing and posting of due notice thereof, did open a public hearing into this matter, and did continue the hearing until the regular Council meeting on July 9, 1997; and

**WHEREAS**, this Council did, on July 9, 1997, did reopen the hearing into this matter, and did find and determine that all other legal requirements of said "Public Streets, Highways, and Service Easements Vacation Law" had been complied with, and that all applicable requirements of the California Environmental Quality Act (CEQA) had been complied with; and

**WHEREAS**, a report by the City Engineer found that certain public utility facilities exist in, over, upon, and under the portion of Sunair Road to be vacated, which their owners desire to be protected by the reservation of a utility easement, and that certain other conditions should be complied with before the vacation resolution shall become effective; and

**WHEREAS**, on July 9, 1997, this Council did adopt Resolution No. 97-37, which Resolution conditionally approved the vacation of Sunair Road and set forth various conditions to be met by the Applicant prior to the recordation of said Resolution; and

**WHEREAS**, the Applicant did subsequently request that these conditions be modified to allow the vacation of said Sunair Road to take place prior to the full compliance with all of the said conditions as contained in Res. 97-37; and

**WHEREAS**, the City Council did on November 12, 1997, consider a modification of said conditions, and did agree to a modification of certain of the conditions.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Cathedral City as follows:

**SECTION 1.** Resolution No. 97-37, adopted July 9, 1997, is hereby superseded by this modified Resolution of Vacation.

**SECTION 2.** The City Council finds and determines that:

- a. The said portion of Sunair Road, between Melrose Drive and Palo Verde Drive, as described and shown in Exhibits "A" and "B", is unnecessary for any present or prospective use; and
- b. The said portion of Sunair Road is not, and will not in the future be useful as a non-motorized transportation facility as defined in Section 887 of the State of California Streets and Highways Code; and
- c. Pursuant to State Guidelines, the vacation of the portion of Sunair Road will have no significant effect on the environment and therefore is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301(c); and
- d. This matter was referred to the City Planning Commission, and at its meeting held on June 4, 1997, the Commission did find that the vacation of said portion of Sunair Road is consistent with the City General Plan, and applicable Specific Plans and Precise Plans.
- e. Pursuant to Section 8340 of the Streets and Highways Code, a utility easement is hereby reserved from the vacation of Sunair Road over the entire area to be vacated, for the maintenance, operation, replacement, removal, or renewal of any public utility facilities now existing therein or that may be installed in the future.

**SECTION 3.** Subject to the reservation above, and the completion of the conditions set forth in Section 4 following, the portion of Sunair Road as described and shown in Exhibits "A" and "B" is hereby ordered vacated and abandoned.

**SECTION 4.** This Council hereby determines that the public safety, convenience, and the orderly development of the area requires that the City Clerk shall NOT consent to the recordation of this Resolution until the City Engineer has certified in writing to the City Clerk that the following condition has been met:

- a. Both ends of Sunair shall be closed off by the construction and extension of concrete curb and gutter and associated paving along the west side of Palo Verde Drive and the east side of Melrose, in accordance with a plan to be submitted by the applicant and approved by the City Engineer. In lieu of the actual construction of the curb and closure improvements prior to recordation of the resolution, the applicant may guarantee such construction through the execution of a secured agreement guaranteeing completion of the improvements within one-year of the date of adoption of this Resolution.
- b. The applicant shall post security in an amount as approved by the Director of Community Services to guarantee completion of the improvements described in Section 5, below.

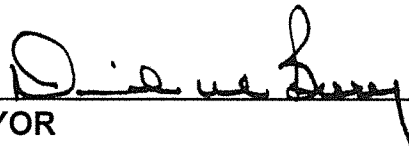
**SECTION 5.** Within two years of the date of adoption of this Resolution, the vacated portion of Sunair Road shall be improved with landscaping, parking, and other improvements, as follows:

- a. A plan for said improvement shall first be submitted for the review and approval by the City Director of Community Development, and by the City Fire Marshal and Police Department for approval as to emergency access through any proposed gates and access to and protection of fire hydrants and other appurtenances.
- b. The plan shall be reviewed by all affected utility companies and the applicant shall submit evidence in writing from same that the development plan does not unreasonably interfere with the utility company's use of or access to any utility facilities in the vacated street.
- c. Since title to the north half of the vacated street may vest in the owners of the properties on the north side of Sunair Road, then prior to the construction of any improvements described in this Section within the north half of said vacated street, the applicant shall submit evidence in writing of either (1) the consent of any such parties to the proposed work in the area to which they may take title, or (2) evidence of the applicant's acquisition of title to or the right to use such areas from the other parties.
- d. The vacated street shall be maintained in a clean and orderly state by the applicant and/or the abutting owners, in perpetuity.

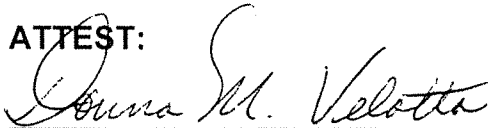
**SECTION 6.** From and after the date this Resolution is recorded, the said portion of Sunair Road as described in Exhibits "A" and "B" shall no longer constitute a public street in this City.

**SECTION 7.** The City Clerk is hereby directed to cause a certified copy of this Resolution, attested by her under seal, to be recorded in the Office of the County Recorder of Riverside County, ONLY after receipt by the City Clerk of the written certification described in Section 4 above.

**APPROVED AND ADOPTED** this 12th day of November, 1997.

  
MAYOR

ATTEST:

  
CITY CLERK

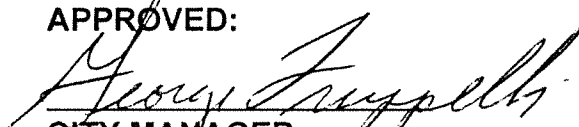
APPROVED AS TO FORM:

  
CITY ATTORNEY

APPROVED AS TO CONTENT:

  
DEPARTMENT

APPROVED:

  
CITY MANAGER



# LEGAL DESCRIPTION TO ACCOMPANY REQUEST FOR STREET VACATION.

COMMENCING AT THE CENTER LINE INTERSECTION OF SUNAIR ROAD AND PALO VERDE DRIVE, IN THE CITY OF CATHEDRAL CITY, CALIFORNIA AS SHOWN BY MAP OF SUNAIR TRACT NO. 1 ON FILE IN BOOK 22 PAGE 67 OF MAPS, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID INTERSECTION BEING A POINT IN A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS SOUTH 73° 42' 26" EAST:

THENCE NORTH 71° 30' 00" WEST 30.00 FEET ALONG THE CENTER LINE OF SAID SUNAIR ROAD TO THE POINT OF BEGINNING, BEING ALSO A POINT IN A CURVE IN THE WESTERLY LINE OF SAID PALO VERDE DRIVE CONCAVE EASTERLY HAVING A RADIUS OF 830.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS SOUTH 73° 37' 38" EAST:

THENCE NORTHERLY 30.82 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 2° 07' 38" :

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 18° 30' 00" EAST 29.19 FEET TO THE BEGINNING OF A CURVE IN THE EASTERLY LINE OF LOT 1 OF BLOCK D OF SAID SUNAIR TRACT NO. 1, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET:

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THENCE WESTERLY AND NORTHERLY 23.82 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 68° 14' 20" TO A POINT IN A CURVE IN THE EASTERLY RIGHT OF WAY LINE OF MELROSE DRIVE, CONCAVE EASTERLY HAVING A RADIUS OF 1250.00 FEET AND FROM WHICH A RADIAL LINE OF SAID CURVE BEARS NORTH 86° 44' 20" EAST:

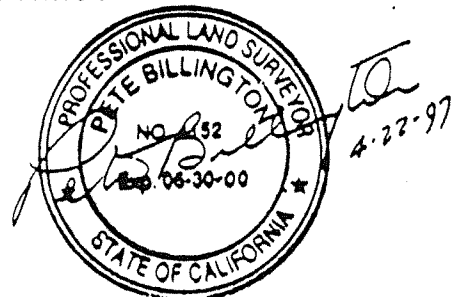
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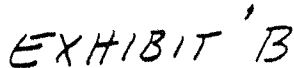
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THENCE EASTERLY AND SOUTHERLY 29.28 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 83° 52' 03" TO A POINT IN A CURVE IN THE WESTERLY LINE OF SAID PALO VERDE DRIVE, CONCAVE EASTERLY HAVING A RADIUS OF 830.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 77° 37' 57" EAST;

THENCE NORTHERLY 58.02 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 4° 00' 19" TO THE POINT OF BEGINNING.



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**File #:** 2016-513

**Item No:** 4.A.

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**City Council**

**MEETING DATE:** 11/30/2016

**TITLE:**

**Appointments to the Planning Commission and Mobile Home Fair Practices Commission.**

**FROM:**

Tracey R. Martinez, CMC  
Deputy City Clerk

**RECOMMENDATION:**

Staff recommends the City Council make an appointment to the Planning Commission to fill an unexpired term continuing through June 30, 2018 and make appointments to the Mobile Home Fair Practices Commission for temporary terms.

**BACKGROUND:**

A vacancy currently exists on the Planning Commission due to the resignation of Linda Snowden. There are four (4) vacant seats on the Mobile Home Fair Practices Commission (MHFPC).

**DISCUSSION:**

The vacancy on the Planning Commission was posted as required by Government Code and applications were accepted through November 22, 2016, at the end of the business day. Three applications were received and Council conducted interviews during study session on November 30, 2016.

Based on the interviews conducted the City Council is appointing the following:

to the Planning Commission with a term continuing to June 30, 2018.

On January 13, 2016, three individuals were appointed to serve on a temporary basis on the Mobile Home Fair Practices Commission leaving four (4) vacant seats. The Mobile Home Fair Practices Commission meets on an as needed basis. We have received a request for a review, therefore the Commission will need to meet sometime in December or January. Staff has reached out to those individuals that applied for the Palm Springs Airport Commission and the Public Arts Commission but were not appointed on October 2016, to see if they had an interest in serving on the MHFPC. To date Gary Wieland is the only one that is interested in serving. Staff recommends the appointment of

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Gary Wieland on a temporary basis to the Mobile Home Fair Practices Commission. Staff also recommends that Council appoint any of the individuals that applied for the Planning Commission Vacancy that were not appointed this evening, if they are interested in serving in that capacity.

**FISCAL IMPACT:**

No fiscal impact results from making appointments to the Commissions.

**ATTACHMENTS:**

None



# Cathedral City

## Agenda Report

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**File #:** 2016-503

**Item No:** 4.B.

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***City Council***

**MEETING DATE:** 11/30/2016

**TITLE:**  
**2017 Palm Springs International Film Festival**

**FROM:**  
Chris Parman, Communications/Events Manager

**RECOMMENDATION:**

Staff recommends the City Council approve an amendment to the FY2016-2017 budget in the amount of \$20,275 for a Palm Springs International Film Festival sponsorship to bring a portion of the film festival to the Mary Pickford Theatre in Cathedral City. Staff further recommends the Council consider an additional budget amendment of \$8,000 to provide sponsorships to three other community organizations.

**BACKGROUND:**

Last year, the world renowned Palm Springs Film Festival utilized two screens at the Mary Pickford Theatre due to the auditorium at Palm Springs High School being renovated and under construction. The City provided in-kind support such as road closures, fire inspections, loading/unloading bus zones, and marketing. Over the film festival's 10 days, thousands of attendees came to downtown Cathedral City and discovered our great hospitality. At the conclusion of the film festival, the City received accolades from the film festival for our cooperation and ability to assist. Local restaurants and businesses also received increased revenue from the festival attendees.

**DISCUSSION:**

Although the Palm Springs High School Auditorium is now open and renovated, the Palm Springs Film Festival continues to grow and is seeking to utilize five screens at the Mary Pickford Theatre in downtown. Their interest stems from the wonderful experience festival attendees had last year and the fact that the Mary Pickford has made significant improvements including new seating.

At the October 26th City Council meeting, staff presented three options on how the City could sponsor the 2017 Palm Springs International Film Festival. Council reviewed those options and provided guidance to staff to continue negotiating a final sponsorship. Staff has since negotiated and executed an agreement with the film festival.

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In addition to the budget amendment to sponsor the Palm Springs International Film Festival, Mayor Henry has requested that Council consider three additional one-time sponsorships as follow:

1. \$5,000 for the Palm Springs Air Museum gala honoring the Tuskegee Airmen. The City provided a sponsorship last year. In addition to recognition in all materials published and distributed at the event the City will receive a table at the event and a fly-over at a City event by one of their aircraft.
2. \$2,000 for the Coachella Valley Symphony. The City provided a sponsorship last year. In addition to recognition in the program the City will receive two tickets to each of their concerts.
3. \$1,000 for the Cathedral City Historical Society. The City provided support earlier this fall through individual Council contributions. The funds are to help cover the costs associated with the public exhibit in the Art Gallery, which has been extended through December.

In the future these groups will need to go through the budgeted Community Assistance Program, which will accept and consider applications for support in the February-March time frame for the FY17-18 budget.

**FISCAL IMPACT:**

Cathedral City will receive the Film Festival's Platinum Level sponsorship valued at \$25,000 in exchange for providing several in-kind benefits to the festival similar to last year and paying the Mary Pickford Theatre rental fee of \$20,275 directly to D'Place Entertainment. The sponsorship requires a budget amendment. The three additional sponsorships require an additional budget amendment of \$8,000.

**ATTACHMENTS:**