



AGENDA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

September 11, 2024

5:00 PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
City of Coachella v. Cheryl Thomas, et al.
Riverside County Superior Court, Case No. CVPS2203206

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Proclamation Presented to Candelaria Munoz
3. Grapefruit 92-kV Switching Station Project Presentation
4. 2024/2025 Special Event Calendar
5. Special Event Drone Options
6. Highway Safety Improvement Program - 2024 Grant Applications
7. Cannabis Business Program Update

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

8. Regular Meeting Minutes of July 24, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and

Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation

9. Special Meeting Minutes of July 30, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
10. Adjourned Special Meeting Minutes of July 31, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
11. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 and FY 2024-25 Expenditures as of September 11, 2024, \$12,551,881.94
12. Investment Report – June 30, 2024
13. Direct Staff to Conduct the Biennial Review of the City's Conflict of Interest Code (Form 700 Filers)
14. Authorize Execution of a Letter Agreement with Signature Truck Tops for the Purchase of a Forklift, in the amount of \$24,000; Authorize Appropriation of \$24,000 from Unallocated General Fund Reserves
15. Award Professional Services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 061324 for \$50,000; Approve Allocation of \$50,000 from Unallocated General Fund Reserves for Award
16. Authorize the City of Coachella's Tacos, Tequila and Chavelas Festival Beer Garden Operation on October 19, 2024 at Veterans Memorial Park from 4pm to 8pm
17. Appropriate a Budget Allocation of \$90,000 for the City's Annual 2024 Holiday Tree Lighting and Holiday Parade Events, From Unallocated General Fund Reserves
18. Approve Amendment #1 for Change Order to the Previously Approved Purchase Order 16989 Digital Signage System with AVIR, Inc. for the Amount of \$19,485 and Authorize Amendment #2 Time and Materials Invoice for the Amount of \$15,882.61 for the Total Appropriation of \$35,373.61 from Unassigned Fund Balance (General Fund)
19. Resolution 2024-49 Releasing Bonds for Tract Map No. 38084 Sevilla, Pulte Home Company, LLC
20. Approve Resolution 2024-52, A Resolution of the City Council of the City of Coachella Adopting a Statement of Goals and Policies for the Use of the Mello-Roos Community Facilities Act of 1982
21. Approve an Art in Public Places Proposal for a Mural Titled, Listening to the Rain by Nanibah "Nani" Chacon in the Amount of \$24,000
22. Authorize the City of Coachella to Sponsor the Coachella Container Park Series of Community Events in the Amount of \$45,000

23. Ordinance No. 1212 - An Ordinance Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City (Second Reading)

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

24. Sponsorship of Run With Los Muertos Event:

Sponsorship request from Codex Creation Committee for \$35,000.00 for the 2024 Run With Los Muertos Event

Approval for operation of a beer garden on November 2, 2024 in Downtown Sixth Street from 4pm to midnight.

25. Sponsorship of Synergy Music and Arts Festival Event:

Approve sponsorship request from Culturas Music & Arts:

Approve sponsorship request from Culturas Music & Arts, in the amount of \$18,600, for the 2024 Synergy Music and Arts Festival Event; or

Approve sponsorship request from Culturas Music & Arts, in the amount of \$28,800, for the 2024 Synergy Music and Arts Festival Event and authorize an allocation of \$10,200 from unallocated general fund reserves.

Approval for operation of a beer garden on November 9, 2024 at Dateland Park from 4pm to midnight.

26. Authorize Formation of a 2025 Coachella Agricultural Summit Ad-Hoc Committee and Appoint a Councilmember to the Committee

27. Approve First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year in the Amount of \$508,206

28. Agreement for Law Enforcement Services Between the City of Coachella and the County of Riverside From July 1, 2024 through June 30, 2029

29. Construction Contract with Urban Habitat in the Amount of \$3,307,524.42 plus 10% Contingency for the Avenue 50 Street and Median Improvements Phase 1, City Project No.ST-93

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

30. Public Hearing on the Formation for Community Facilities District (CFD) 2024-1 Approving:

Resolution 2024-45, for the Formation of Community Facilities District (CFD) 2024-1;

Resolution 2024-46, Calling a Special Election for CFD 2024-1;

Resolution 2024-47, Declaring the Results of the Special Election and Directing Recording of a Notice of Special Tax Lien for CFD No. 2024-01 and

Ordinance 1214, of City of Coachella Community Facilities District No. 2024-1(Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services.

31. Community Facilities District (CFD No. 2005-01) Annexation No. 36 – (Sevilla II-Pyramid Ranch)

Adopt Resolution No. 2024-48 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 36) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Adopt Resolution No. 2024-50 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 36 (Sevilla II-Pyramid Ranch).

Adopt Resolution No. 2024-51 Canvassing The Results of The Election Held Within CFD No. 2005-01 Area No. 36 (Sevilla II-Pyramid Ranch).

Adopt Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (1st Reading)

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Candelaria was raised in Oasis, California, and graduated from Coachella Valley High School. She was raised in a large family by a mother who was a housewife and a father who was a farm worker. She frequently visited Sinaloa, Mexico as a child to visit her family and enjoyed helping with the farm animals and watching family members make homemade cheese.

WHEREAS, Candelaria Munoz began working for the Riverside County Sheriff's Department Palm Desert Station October 2001 as an Office Assistant. In February 2004 she was promoted to Community Service Officer II where she worked in the patrol division, crime prevention, and traffic, serving the cities of Rancho Mirage, Palm Desert, and Indian Wells.

WHEREAS, in April 2014 she transferred to Thermal Station where she worked in the city of La Quinta in the patrol division, crime prevention, and traffic; and

WHEREAS, in December 2023 she was assigned to the city of Coachella Tobacco Grant Program where she focused on anti-tobacco outreach and education of school aged children and adults. She conducted tobacco compliance inspections on all businesses that sell tobacco products in the city of Coachella and participated in city events where she gave information on the harm of smoking and vaping; and

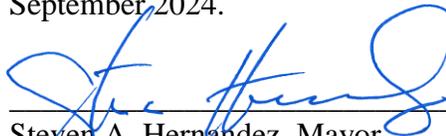
WHEREAS, on September 4th, 2024, Candelaria retired from the Riverside County Sheriff Department and looks forward to traveling, visiting her son, daughter, grandkids, and sisters who live out of town; and

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

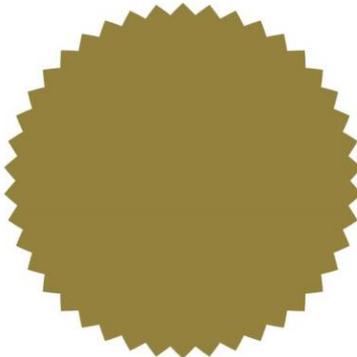
Candelaria Munoz

and urge all citizens of the City of Coachella to congratulate Candelaria Munoz on her retirement.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 11th day of September, 2024.



Steven A. Hernandez, Mayor
City of Coachella, California

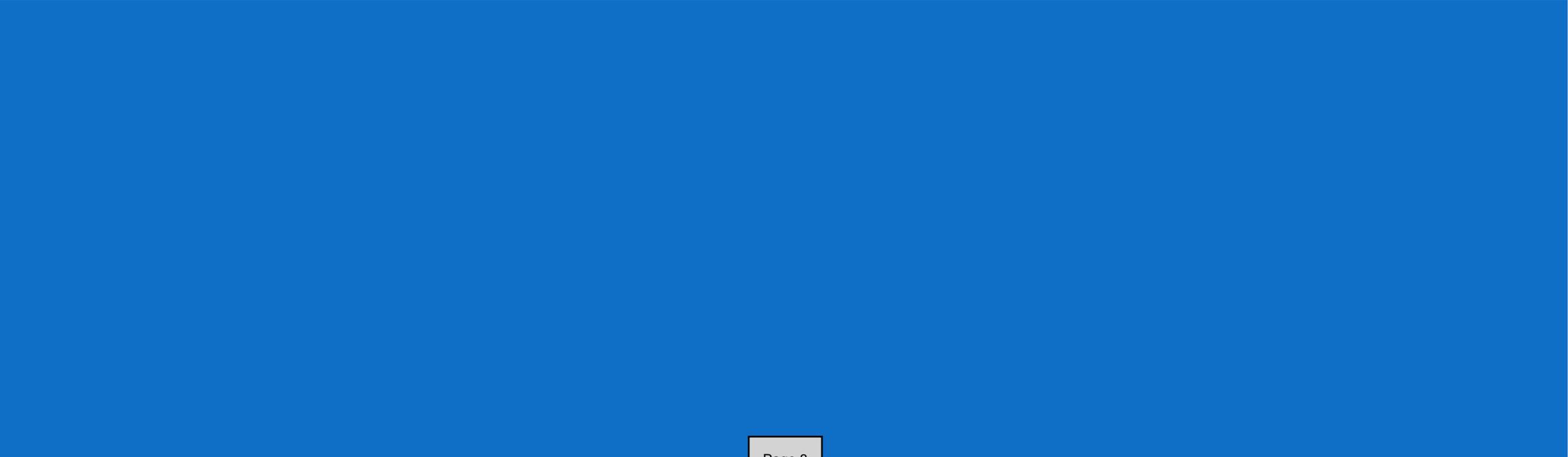


2024-25 Special Event Calendar

- ▶ Sept 15 El Grito
- ▶ Oct 4-25 October Movies in the Park Series (Fridays)
- ▶ Oct 12th Community Clean-up & HHW
- ▶ Oct 19th Tacos, Tequila and Chavelas Festival
- ▶ Oct 24th Halloween Carnival
- ▶ Nov 2nd Run With Los Muertos
- ▶ Nov 9th Veterans Pancake Breakfast
- ▶ Nov 9th Synergy
- ▶ Nov 16th Community Clean-up
- ▶ Dec 4th Tree Lighting
- ▶ Dec 6th Holiday Parade
- ▶ Dec 12th Volunteer of the Year & Pilgrimage
- ▶ February 8th Community Clean-up & HHW
- ▶ February 22nd Arbor Day
- ▶ March 1st Community Clean-up
- ▶ March 8th Day of the Young Child
- ▶ March 16th Suavecito Sunday
- ▶ March 22nd Coachella Mariachi Festival
- ▶ March TBD Senior Inspiration Awards
- ▶ May 2-23 May Movies in the Park Series (Fridays)
- ▶ June (TBD) Operation Splash
- ▶ July 3rd (Thurs) Fourth of July Event

SPECIAL EVENT DRONE OPTIONS

SEPTEMBER 11, 2024



PACKAGE OPTIONS ALL INCLUDE

- Design team
- Full length show design usually running 10-15 minutes and synced with music
- Number of Formations = 10-15
- All necessary FAA permits and waivers, insurance, crew and travel.

PACKAGE OPTIONS

- 200-300 Drones = \$30,000-\$40,000
- + 300 Drones = \$50,000 -\$80,000

Drone number comparison

Ideas and visions can get real in the night sky with the help of our professional team of designers.

SPECTACULAR



Up To 100 Drones

EXTRAORDINARY



Up To 300 Drones

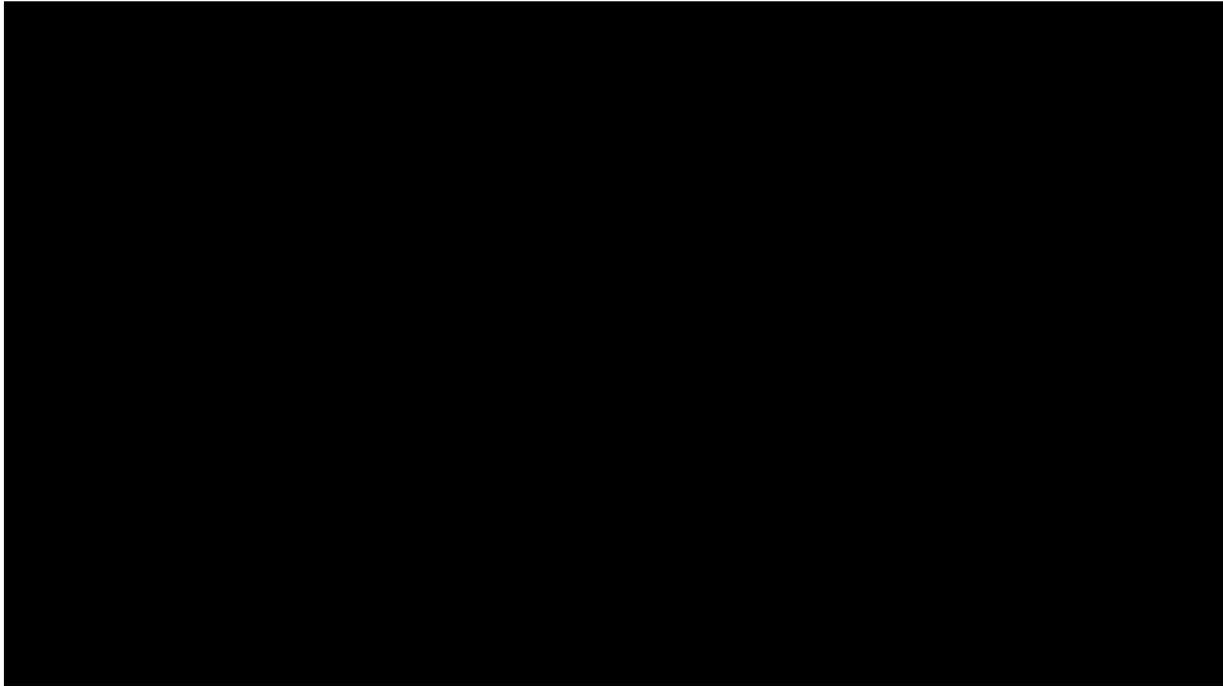
UNFORGETTABLE



Up To 600 Drones

150 drones	100 drones	100 drones	100 drones
250 drones	200 drones	200 drones	200 drones
			300 drones

TREE LIGHTING DRONE FEATURE OPTION



NEXT STEPS & QUESTIONS

- Would Council like staff to bring back an item to add drone features to the 2024 Tree Lighting Event?
- Any other direction Council would like staff to evaluate?



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

MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

July 24, 2024

5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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CALL TO ORDER: - 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:00 p.m. by Mayor Hernandez.

ROLL CALL:

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

City Clerk

City Treasurer (via Zoom)

Absent: Councilmember Galarza (arrived at 5:09 p.m.)

APPROVAL OF AGENDA:

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

Motion: To approve the agenda with the modification.

Made by: Councilmember Mayor Pro Tem Virgen

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Councilmember Galarza (arrived at 5:09 p.m.)

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

City of Coachella v. A.H.D. Limited Partnership, et al.

Riverside County Superior Court, Case No. CVPS2103815

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One (1) Potential Case
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Desert Valley Builders v. City of Coachella, et al.
Riverside County Superior Court, Case No. Ric1900832
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) Potential Case

RECONVENE REGULAR MEETING:

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

PLEDGE OF ALLEGIANCE:

City Manager Gabriel Martin led the pledge of allegiance.

Councilmember Delgado stepped away at 6:01 p.m. and returned at 6:02 p.m.

Councilmember Galarza stepped away at 6:02 p.m. and returned at 6:04 p.m.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. Proclamation Recognizing Employment Month

WRITTEN COMMUNICATIONS:

None.

CONSENT CALENDAR:

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

6. Special Meeting Minutes of June 25, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation

7. Regular Meeting Minutes of July 10, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
8. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 and FY 2024-25 Expenditures as of July 24, 2024, \$2,044,538.49
9. Quarterly Reports - Second Quarter FY2023-2024
10. Authorize execution of Amendment No. 1 to the Agreement for Emergency Services Coordinator Services between the County of Riverside and the City of Coachella
11. Adopt Resolution No. 2024-42 declaring its intention to establish City of Coachella Community Facilities District No. 2024-1 (Public Services) and to authorize the levy of a special tax therein to finance certain services; setting public hearing date as September 11, 2024.
12. Authorization to file a Notice of Completion for the Fire Station #79 Expansion and Rehabilitation Project, City Project No. F-7.
13. Authorize Direct Purchase of Sports Lighting for an Amount not to Exceed \$180,000, Execute Change Order #1 to Three Peaks for an Amount not-to-exceed \$120,000, and Authorize Appropriation of \$300,000 from General Fund for the Bagdouma Park Misc. Site Improvements, City Project Numbers P-30 & P-32
14. Authorization to file a Notice of Completion and appropriation of \$234,272.99 from General Fund for City Project No. ST-130, Pueblo Viejo Sustainable Transportation Project
15. Approve Execution of a Maintenance Agreement to Brisas Air Conditioning & Heating, in the Amount of \$43,375.00, for Replacement of a 15-ton Commercial Package Heating, Ventilation and air Conditioning unit for the Senior Center facility; Authorize Allocation of \$43,375.00 from Unallocated General Funds to Finance the Replacement unit

The council pulled item nos. 13 for discussion.

Motion: To approve the Consent Calendar.

Made by: Councilmember Dr. Figueroa

Seconded by: Councilmember Galarza

Approved: 5-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: Mayor Hernandez abstained from item no. 12

ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

16. Ordinance No. 1212 - An Ordinance Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City

Comment: (1) Daryll Terrell

Motion: To approve Ordinance 1212 (Second Reading)

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

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

17. Resolution No. 2024-44 - A Resolution Formally Expressing Opposition to the Desert Healthcare District's Proposed Hospital Lease Agreement's "Non-Compete" Provision and Directing the Mayor to Send a Letter to the Desert Healthcare District Board Expressing this Opposition

Comment: (1) Richard Ramhoff

Councilmember Dr. Figueroa recused himself and stepped away at 6:21 pm to 6:30 pm.

Motion: To approve Resolution No. 2024-44.

Made by: Mayor Hernandez
Seconded by: Councilmember Galarza
Approved: 4-0, Unanimous roll call vote:

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

18. Adopt Resolution No. 2024-40 Declaring its Intention to Annex Property into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) and to Authorize the Levy of a Special Tax Within Annexation Area No. 36 (Sevilla II – Pyramid Ranch).

Motion: To adopt Resolution No. 2024-40.

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

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

19. 2024 City of Coachella Resident Engagement Academy

Motion: To approve the 2024 City of Coachella Resident Engagement Academy.

Made by: Councilmember Galarza
Seconded by: Councilmember Denise Delgado
Approved: 5-0, Unanimous roll call vote:

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

20. Authorize City Manager to approve Change Order No. 1 for the Multi-Site Energy Improvement Project Awarded to Alliance Building Solutions, Inc. for an Additional Amount of \$242,144.00 to Install Smart Controls to City Owned Street Light Fixtures Improving Maintenance Repair Response Times; Authorize Allocation from Undesignated General Funds Revenue in the Amount of \$242,144.00

Motion: To authorize City Manager to approve Change Order No. 1 for the Multi-Site Energy Improvement Project Awarded to Alliance Building Solutions, Inc. for an Additional Amount of \$242,144.00 to Install Smart Controls to City Owned Street Light Fixtures Improving Maintenance Repair Response Times; Authorize Allocation from Undesignated General Funds Revenue in the Amount of \$242,144.00

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

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

21. Approval of the Planning Commission Workplan for Fiscal Year (FY) 2024-2025

Motion: To approve the Planning Commission Workplan for Fiscal Year 2024-25.
Made by: Mayor Hernandez
Seconded by: Councilmember Galarza
Approved: 3-2

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

22. Designate a Voting Delegate and Alternates to the League of California Cities Annual Conference & Expo.

Motion: To designate Councilmember Dr. Figueroa as the voting delegate and Councilmember Delgado as the alternate.

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

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

23. Adopt Resolution No. 2024-43 Calling for the Placement of a General Tax Measure on the November 5, 2024 General Municipal Election Ballot Amending the City's Transient Occupancy Tax from 9% to 13%, Updating the Ordinance's Terms to Address Third Party Bookings and Making Other Conforming Updates.

Motion: To adopt Resolution No. 2024-43

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

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

24. Adopt Resolution No. 2024-39 Authorizing the Establishment of an Annual Special Tax for City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) and Annexation Areas Thereto for Fiscal Year 2024/2025

The public hearing was opened at 7:03 pm and closed at 7:04 pm.

Councilmember Galarza stepped away at 7:03 pm and returned at 7:04 pm.

Motion: To adopt Resolution No. 2024-39.

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0,

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

25. Public Hearing for Resolution No. 2024-41 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2024/2025

Staff informed the Council that they are requesting continuance of this item.

The public hearing was opened at 7:04 p.m. and will remain open to continue to July 30, 2024.

Motion: To continue the public hearing on item 25 to July 30, 2024 per staff recommendation.

Made by: Mayor Pro Tem Virgen
Seconded by: Councilmember Dr. Frank Figueroa
Approved: 5-0,

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

26. Adopt Resolution No. SD-2024-04 Authorizing the Collection of Residential Sanitary Sewer Rates for Fiscal Year 2024/2025 Through the County of Riverside Tax Roll

The public hearing was opened at 7:05 p.m. and closed at 7:06 pm.

Motion: To adopt Resolution No. SD-2024-04.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Virgen
Approved: 5-0,

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

27. Adopt Resolution No. 2024-37 Approving Entertainment Permit No. 22-04 for the Coachella Valley Event Center, an Entertainment Venue Located on a 20-acre site at 46600 Tyler Street (APN# 603-130-001). Applicant: Edwart Rostamian

The public hearing was opened at 7:06 p.m. and closed at 7:22 pm.

Motion: To adopt Resolution No. 2024-38 with requested changes.

Made by: Councilmember Galarza
Seconded by: Councilmember Dr. Figueroa
Approved: 5-0,

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

None

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:26 p.m.

Respectfully submitted,

Angela Zepeda
City Clerk



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

MINUTES

CITY COUNCIL SPECIAL MEETING OF THE CITY OF COACHELLA

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

July 30, 2024

5:00 PM – SPECIAL MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER:

The City Clerk called the Special Meeting of the City Council of the City of Coachella to order at 5:05 p.m. and made the announcement that due to lack of quorum, the meeting was adjourned to Tuesday, July 31, 2024 at 9:00 a.m. The items on the agenda will remain the same.

ROLL CALL:

APPROVAL OF AGENDA:

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

PLEDGE OF ALLEGIANCE:

CONSENT CALENDAR:

1. Authorize Execution of a Letter Agreement for the Purchase of a 2020 John Deere 310 LEP Backhoe Loader, in the Amount of \$99,992.98, Using Awarded CalRecycle SB1383 Local Assistance Grant Program Funds

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

2. Public Hearing for Resolution No. 2024-41 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2024/2025

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

ADJOURNMENT:

The City Clerk adjourned the meeting at 5:05 p.m.

Respectfully submitted,

Angela Zepeda
City Clerk



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

MINUTES

CITY COUNCIL ADJOURNED SPECIAL
 MEETING

OF THE CITY OF COACHELLA

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

July 31, 2024

9:00 AM – ADJOURNED SPECIAL MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
 If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
 Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER:

Mayor Hernandez called to order the adjourned Special Meeting of the City Council of the City of Coachella at 9:09 a.m.

ROLL CALL:

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

Absent: Councilmember Delgado and Councilmember Galarza

Treasurer Aviles

APPROVAL OF AGENDA:

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

Motion: To approve the Agenda

Made by: Mayor Pro Tem Virgen

Seconded by: Councilmember Dr. Figueroa

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado and Councilmember Galarza

PLEDGE OF ALLEGIANCE:

Mayor Hernandez led the Pledge of Allegiance.

CONSENT CALENDAR:

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

1. Authorize Execution of a Letter Agreement for the Purchase of a 2020 John Deere 310 LEP Backhoe Loader, in the Amount of \$99,992.98, Using Awarded CalRecycle SB1383 Local Assistance Grant Program Funds

Motion: To approve the Consent Calendar

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None
ABSTAIN: None
ABSENT: Councilmember Delgado and Councilmember Galarza

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- 2. Public Hearing for Resolution No. 2024-41 Confirming the Assessment and Diagram and Ordering the Levy and Collection of Assessments for the City of Coachella Landscaping and Lighting Maintenance District No. 1 through 40 for Fiscal Year 2024/2025

Mayor Hernandez opened the public hearing at 9:11 a.m. and closed it at 9:12 a.m.

Motion: To approve the Consent Calendar

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 3-0, Unanimous roll call vote:

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

None.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:13 a.m.

Respectfully submitted,

Angela Zepeda
City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
2166	6/12/2024	48066 US BANK	Sta 5/27/24	5/27/2024	ACC XXXX-XXXX-XXXX-0925,	36,437.03	36,437.03
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							36,437.03

1 checks in this report.

Grand Total All Checks: 36,437.03

Date: June 12, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2167	7/24/2024	49486	BRC CONSTRUCTION	202410211	7/11/2024	INSTLL'D SOLAR LIGHT POLE	7,200.00	
				202410212	7/11/2024	INSTLL'D SOLAR LIGHT POLE	7,200.00	14,400.00
2168	7/24/2024	43862	BRENNTAG PACIFIC, INC	BPI441233	6/28/2024	APPLIED CREDIT INV #BPI44	4,020.12	4,020.12
2169	7/24/2024	01856	CARROT-TOP INDUSTRIES	ININV130231	6/23/2024	5X8' POLYESTER US FLAGS	979.26	979.26
2170	7/24/2024	00749	COUNTY OF RIVERSIDE	SH0000046242	6/30/2024	5/30-6/30 LAW ENFORCEMEN	898,461.73	
				SH0000046243	6/30/2024	5/30-6/30 LAW ENFORCEMEN	13,895.30	912,357.03
2171	7/24/2024	49858	CV PIPELINE CORP.	S3481	6/28/2024	STORM DRAIN MAINT @ DIS	7,720.00	7,720.00
2172	7/24/2024	43672	DESERT VALLEY SERVICES	IN640524	6/27/2024	LINER 33GL, URINAL SCREEN	407.29	407.29
2173	7/24/2024	49100	GOLDMAN, RONALD A.	May/June2024	6/30/2024	MAY-JUNE2024 SVCS: KPC, L	6,396.00	6,396.00
2174	7/24/2024	00207	GRAINGER INC	9167016055	6/28/2024	ELECTROLYTE DRINK MIX	257.72	257.72
2175	7/24/2024	44957	INTERWEST CONSULTING	GF471079	7/9/2024	JUNE2024 PLAN REVIEW SVC	4,200.00	4,200.00
2176	7/24/2024	54985	MUNISERVICES LLC	INV06-018953	6/25/2024	APR-JUNE2024 SVCS: UTILIT	4,662.66	4,662.66
2177	7/24/2024	53475	RUDYS ELECTRIC	20715	6/15/2024	INSTLL'D COMMERCIAL EXH/	3,026.40	
				20716	6/14/2024	RPR'D/RPLC'D LAMPS @ BGL	2,310.00	
				20718	6/15/2024	RPLC'D KITCHEN EXHAUST F	1,355.00	
				20719	6/13/2024	RPLC'D A/C ROOF WIRING @	1,215.00	
				20714	6/15/2024	INSTLL'D GARAGE DOOR CIF	1,184.40	
				20720	6/15/2024	RPR'D TREE LIGHTING @ DIS	585.00	
				20717	6/15/2024	RPLC'D SWAMP COOLER MO	578.00	
				20721	6/19/2024	RPR'D SIGN LIGHTING @ DIS	520.00	10,773.80
2178	7/24/2024	54567	VARI SALES CORPORATION	91118283	6/29/2024	VARIDESK CUBE CORNER 36	513.84	513.84
2179	7/24/2024	50629	VINTAGE ASSOCIATES, INC	233063	5/29/2024	POST STORM RPRS, RUBBLE	71,740.00	
				233578	6/30/2024	INSTLL'D IRRGTN @ BGDMA	17,082.00	
				233046	5/28/2024	RPLC'D PLANTS @ BOXING C	7,240.00	
				233047	5/28/2024	RPLC'D PLANTS @ COMMUN	6,260.00	
				233616	6/30/2024	INSTLL'D IRRGTN & TREE ST.	5,670.00	
				233100	5/30/2024	RPLC'D IRRGTN CONTROLLE	3,520.00	
				232849	4/30/2024	INSTLL'D PLANTS @ VETERA	560.00	112,072.00
2180	7/24/2024	51697	WESTERN WATER WORKS	SI1409293-00	6/12/2024	ANGLE BALL MTR VLV INSTA-	6,516.30	
				1409401-00	6/12/2024	SOFT COPPER TUBING 100F	3,486.53	
				1408642-REV	3/21/2024	PE IPS ID PIPE SIDR-7 BLUE	162.55	10,165.38
2181	7/24/2024	54272	WILLDAN	002-32039	7/2/2024	JUNE2024 BLDG AND SAFETY	19,050.00	19,050.00

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2182	7/24/2024	54719 YUNEX LLC	5610002449	6/27/2024	MAY2024 TRAFFIC SIGNAL C/	7,784.90	
			5610002560	7/8/2024	INSTLL'D NWC 1A POLE KD C	3,563.30	
			90002312	6/27/2024	MAY2024 TRAFFIC SIGNAL M.	2,071.50	13,419.70
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							1,121,394.80

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120119	7/24/2024	02137	AGGREGATE PRODUCTS, INC57721	6/5/2024	ACCM-9.5MM (3/8") STATE CC	13,290.10	13,290.10
120120	7/24/2024	55541	ALL DOOR TECH 2359	6/28/2024	6/27 SVC CALL- COMMUNITY	1,516.31	
			2360	6/28/2024	6/27 SVC CALL- SENIOR CEN	879.36	2,395.67
120121	7/24/2024	55911	ARROYO, JAIME Trvl Exp 1/31-2/2	7/18/2024	TRVL EXP 1/31-2/2, SGC CAT/	211.80	211.80
120122	7/24/2024	54517	BLACK KNIGHT TECHNOLOGI10332844	7/15/2024	JUNE2024 SITXPRO SBSCRIP	250.00	250.00
120123	7/24/2024	54137	CONSERVE LANDCARE LLC 358056	6/30/2024	LNDSCPE ENHANCEMENT @	13,497.81	
			354275	6/26/2024	LNDSCPE ENHANCEMENT @	2,548.63	
			354274	6/26/2024	INSTLL'D BOULDER @ DIST 1	2,277.00	
			359297	6/30/2024	RPR'D VALVE @ DIST 24	181.02	
			359301	6/30/2024	RPLC'D CLOCK @ DIST 30	164.02	
			359300	6/30/2024	RPR'D IRRGTN @ DIST 22	131.72	18,800.20
120124	7/24/2024	01924	CONSOLIDATED ELECTRICAL3298-1027983	7/1/2024	DAYLIGHT T8 FLUOR LAMP, E	739.28	739.28
120125	7/24/2024	11800	COUNTY OF RIVERSIDE AN0000002957	7/16/2024	JUNE2024 ANL SHLTR+FIELD	40,917.81	40,917.81
120126	7/24/2024	51700	DELGADO, DENISE Trvl Exp 6/17-20	7/8/2024	TRVL EXP 6/17-20, NALEO CC	8.89	8.89
120127	7/24/2024	01089	DESERT ELECTRIC SUPPLY S3213881.001	6/27/2024	LED PANEL LIGHT FIXTURE	1,120.47	1,120.47
120128	7/24/2024	48359	DESERT STEEL SUPPLY 25657	5/29/2024	FLAT BAR	73.95	73.95
120129	7/24/2024	48977	EVERON 155411345	6/17/2024	LABOR/TRIP CHRG @ 1377 6	374.00	374.00
120130	7/24/2024	42499	GONZALEZ, JENNIFER D. Edu Reimb	7/3/2024	FY23/24 EDUCATION REIMBU	3,000.00	3,000.00
120131	7/24/2024	25500	GRANITE CONSTRUCTION C(2738868	6/26/2024	1/2" HMA70-10R20 D	313.42	313.42
120132	7/24/2024	20150	HYDRO AG SYSTEMS 25553	6/26/2024	FLO CONT 1" SLIP FIX, ETC	35.93	35.93
120133	7/24/2024	20450	IMPERIAL IRRIGATION DISTRI50387122-JN24	7/8/2024	AC50387122, 6/4-7/2, SEWER	37,811.82	37,811.82
120134	7/24/2024	45108	IMPERIAL SPRINKLER SUPPL'0016105105-001	6/27/2024	HUNTER PRO PLST GLOBE/A	322.50	
			0016412004-001	6/27/2024	NDS STD VALVE BOX W/ COV	34.65	357.15
120135	7/24/2024	55169	INDUSTRIAL HEALTH MEDICA00011458	7/15/2024	JUNE2024 DRUG TEST & DO1	220.00	220.00
120136	7/24/2024	51600	IRC, INC. 2024060079	7/1/2024	JUNE2024 PRE-EMPLOYMEN	194.00	194.00
120137	7/24/2024	51895	J.L. ENDICOTT, INC. 10283	6/10/2024	INSTLL'D ENGRAVED TILES, I	1,518.00	1,518.00
120138	7/24/2024	45257	LIEBERT CASSIDY WHITMORI271408	6/30/2024	PE6/30: #CO015-00010	10,600.80	
			271398	6/30/2024	PE6/30: #CO015-00011 (WVPF	2,047.00	12,647.80
120139	7/24/2024	24600	LOPES HARDWARE 680	6/11/2024	PADLOCKS, 2GAL COOLER, C	638.47	
			676	6/24/2024	SPRAY PAINT, PLIERS, 50FT I	583.23	
			725	6/17/2024	GLOVES, GUN CAULK, CEME	489.32	1,711.02
120140	7/24/2024	54971	LUA, ANGEL GRANILLO 0007	7/1/2024	APR-JUNE2024 ENGLISH INS	2,550.00	2,550.00
120141	7/24/2024	54700	MACIAS NURSERY INC. 60157	5/3/2024	TIPUANA TIPU, JACARANDA,	12,660.36	12,660.36
120142	7/24/2024	55020	MARTIN MARIETTA MATERIAL42907132	6/27/2024	TACK 5GAL BUCKET	258.60	258.60

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120143	7/24/2024	52306	QUINN COMPANY	28532901	7/9/2024	6/12-7/10 SSL/MTL/CTL BUCK	382.41
				27902503	6/28/2024	DIESEL FUEL FOR RENTAL	317.45
							699.86
120144	7/24/2024	54500	RELIABLE TRANSLATIONS	CC27546	4/10/2024	4/10 CC MTG SVCS	686.00
120145	7/24/2024	55914	SPECTRUM REACH	220044196	6/30/2024	5/27-6/30 ONLINE VIDEO ADV	500.00
				220044197	6/30/2024	5/27-6/30 STREAMING TV ADV	500.00
							1,000.00
120146	7/24/2024	55659	STAPLES	6005381227	6/25/2024	FLDR FILE LGL, FLDR HGING	288.77
				6005381232	6/25/2024	RECYCLED STOR/FILE	131.87
				6005381229	6/25/2024	STAPLES 8.5X11 COPY CS, G	91.07
				6005381234	6/25/2024	ENV INTEROFF RESEALABLE	64.15
				6005381239	6/25/2024	QUICK-STOR-LETTER/LEGAL	56.21
				6005381236	6/25/2024	5-TAB INSERT DBL PKT DIVID	47.83
				6005381233	6/25/2024	PEN RETRACT BP 24PK, ETC	31.91
				6005381225	6/25/2024	IMAGES BLACK 8X10	30.85
							742.66
120147	7/24/2024	00102	SUNLINE TRANSIT AGENCY	INV07873	5/31/2024	MAY2024 CNG FUEL	892.01
120148	7/24/2024	52125	TAG/AMS, INC.	2834445	7/12/2024	JUNE2024 DRUG TESTING	180.00
120149	7/24/2024	44966	VERIZON WIRELESS	9967948989	7/1/2024	AC371867190-00002, 6/2-7/1	348.70
120150	7/24/2024	49778	WEST COAST ARBORISTS, IN	216311	6/29/2024	6/3-29 INSTLL'D 24" TREES @	39,895.00
				216362	6/20/2024	6/20 TREE MAINT @ LLMD	12,816.00
				216368	6/28/2024	6/28 TREE MAINT @ LLMD	7,272.00
				216367	6/27/2024	6/27 TREE MAINT @ LLMD	2,448.00
				216360	6/18/2024	6/18 TREE MAINT @ LLMD	1,944.00
				216363	6/21/2024	6/21 TREE MAINT @ LLMD	1,584.00
				216364	6/24/2024	6/24 TREE MAINT @ LLMD	1,232.00
				216365	6/25/2024	6/25 TREE MAINT @ LLMD	960.00
				216358	6/17/2024	6/17 TREE MAINT @ LLMD	720.00
				216361	6/19/2024	6/19 TREE MAINT @ LLMD	432.00
				216366	6/26/2024	6/26 TREE MAINT @ LLMD	264.00
							69,567.00
120151	7/24/2024	42100	ZUMAR INDUSTRIES INC	9397	7/9/2024	TYPE 2 36" FLAT TOP DELINE	3,393.00
				9398	7/9/2024	TYPE 2 36" FLAT TOP DELINE	3,393.00
				9396	7/9/2024	TYPE 2 36" FLAT TOP BLK CA	2,262.00
				9380	6/28/2024	SG07 INTERNALLY FRAMED,	1,119.69
				9380-FRT	7/2/2024	FREIGHT CHARGES (INV 938	202.93
							10,370.62
Sub total for WELLS FARGO BANK:							235,947.12

49 checks in this report.

Grand Total All Checks: 1,357,341.92

Date: July 24, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2183	7/24/2024	54859	AMAZON CAPITAL SERVICES, 1NFM-3MR7-3H	7/10/2024	SOUND TOWN 6U RACK CAS	1,271.17	
			1NFM-3MR7-FL	7/12/2024	SDI TO HDMI VIDEO CONVER	352.53	
			16W6-DDNL-TT	7/15/2024	ASSORTED POSITIONS FILE	134.73	
			19V7-9CLX-TH6	7/9/2024	APOJODLY 4K HDMI CABLES	101.86	
			1FT3-4FFN-VMF	7/9/2024	1M CAT6 PATCH CABLE	17.06	1,877.35
2184	7/24/2024	45929	BECK OIL, INC.	123309	7/15/2024 PE7/15 GRAFFITI DEPT FUEL	254.83	254.83
2185	7/24/2024	02320	CALPERS	1000000176130:	7/15/2024 #6373819375, AUG2024 HEAL	128,165.25	
				1000000176130:	7/15/2024 #6373819375, AUG2024 HEAL	14,266.50	142,431.75
2186	7/24/2024	53799	ENTERPRISE FM TRUST	FBN5081234	7/3/2024 JULY2024 LEASE CHRGS (FO	38,418.16	38,418.16
2187	7/24/2024	44713	FARMER BROTHERS CO.	95675883	7/8/2024 COFFEE & CREAMER	360.27	360.27
2188	7/24/2024	55908	GALLAGHER BENEFIT SERVI	2024033889	7/10/2024 UTILITY OPERATIONS COMPI	12,220.00	12,220.00
2189	7/24/2024	00207	GRAINGER INC	9175711135	7/9/2024 SPORTS DRINK MIX	453.82	
				9174745654	7/8/2024 VACUUM HOSE & HAND DRU	242.11	695.93
2190	7/24/2024	53552	QUENCH USA, INC.	INV07659029	7/11/2024 AC D347648, JULY2024 RNTL,	39.47	
				INV07668763	7/11/2024 AC D347651, JULY2024 RNTL,	39.47	78.94
2191	7/24/2024	55651	SEEK PERSONNEL STAFFING	001716	7/15/2024 WE 7/14: ESPINO+PEREZ CIN	4,885.20	4,885.20
2192	7/24/2024	54719	YUNEX LLC	5610002590	7/9/2024 VAR 4 LOCS- S&I BBS SYSTE	34,122.00	34,122.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							235,344.43

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120152	7/24/2024	55267	ALARCON, ALEXANDREA	Refund	7/22/2024	DEPOSIT REFUND- 7/20 COM	300.00	300.00
120153	7/24/2024	55916	ALCOCER, FRANCISCO	Refund	7/22/2024	DEPOSIT REFUND- 7/13 COM	300.00	300.00
120154	7/24/2024	50867	ARCTIC GLACIER USA, INC.	M530012703	7/3/2024	300LB ICE	71.95	71.95
120155	7/24/2024	55912	AVILA, GRACIE	Scholarship	7/16/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120156	7/24/2024	55265	BELTRAN, EDGAR	7/17 Reimb	7/17/2024	REIMBURSEMENT FOR WOR	393.22	393.22
120157	7/24/2024	02048	CDW GOVERNMENT, INC.	SK06042	7/18/2024	VIEWSONIC 27IN 1440P IPS E	1,279.28	
				SK03741	7/17/2024	KINGSTON 64GB DATA TRAVI	24.58	1,303.86
120158	7/24/2024	53220	COACHELLA ACE HARDWARE	7361/1	7/2/2024	20IN CHAIN, TRUFUEL 50:1 M	176.97	
				7388/1	7/7/2024	36" BOLT CUTTER & CAUTION	125.03	
				7405/1	7/10/2024	ZEVO MAX TRAP STARTER K	117.42	
				7356/1	7/11/2024	SERRATED BLADE, MINI QUIK	109.50	
				7394/1	7/9/2024	12" MEASURING WHEEL	92.42	
				7404/1	7/10/2024	RAID FLYING INSECT, FLY TR	66.36	
				7378/1	7/3/2024	LED BR40 E26 SW 65W 2PK, I	36.95	724.65
120159	7/24/2024	54135	DEL VALLE INFORMADOR INC	2024-107	7/3/2024	7/11 AD: NOTICE OF ELECTIC	125.00	125.00
120160	7/24/2024	53007	DESERT PROMOTIONAL &	99313	7/2/2024	POLOS W/ EMBROIDERY	395.85	395.85

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120161	7/24/2024	13700	DEWEY PEST CONTROL INC.	16775311	7/1/2024	AC2012540, JULY2024, 51301	1,200.00	
				16775312	7/1/2024	AC2012536, JULY2024, 48400	1,200.00	
				16787434	7/1/2024	AC1281218, JULY2024, 51251	900.00	
				AC1315475-JL/S	7/1/2024	AC1315475, JULY-SEP2024, P	828.00	
				AC1434611-JL/S	7/1/2024	AC1434611, JULY-SEP2024, P,	585.00	
				AC934340-JL/SF	7/1/2024	AC934340, JULY-SEP2024, SA	450.00	
				AC1062335-JL/S	7/1/2024	AC1062335, JULY-SEP2024, C	444.00	
				16787433	7/1/2024	AC1281215, JULY2024, SIERR	301.00	
				16753687	7/1/2024	AC1404426, JULY-SEP2024, L	264.00	
				16775310	7/1/2024	AC2028126, JULY-SEP2024, 1.	240.00	
				16793978	7/1/2024	AC1161434, JULY-SEP2024, B	195.00	
				16756205	7/1/2024	AC102942, JULY-SEP2024, 15	175.50	
				16768088	7/1/2024	AC1450610, JULY2024, DE OF	160.00	
				16768087	7/1/2024	AC1452292, JULY-SEP2024, 1.	159.00	
				16756714	7/1/2024	AC1008112, JULY-SEP2024, C	135.00	
				16793974	7/1/2024	AC1178382, JULY-SEP2024, B	135.00	
				16787422	7/1/2024	AC1318236, JULY-SEP2024, R	132.00	
				16797541	7/1/2024	AC1067451, JULY-SEP2024, 1.	126.00	
				16778878	7/1/2024	AC241000, JULY-SEP2024, 15	111.00	
				16750369	7/1/2024	AC1126447, JULY-SEP2024, S	99.00	
				16787419	7/1/2024	AC1318239, JULY-SEP2024, F	99.00	
				16787420	7/1/2024	AC1318244, JULY-SEP2024, B	99.00	
				16787421	7/1/2024	AC1318235, JULY-SEP2024, 8.	99.00	
				16763135	7/1/2024	AC103361, JULY2024, SENIOF	80.00	
120162	7/24/2024	43682	DIAZ, LIZZANDRO	Exam	7/16/2024	RMBRSMNT OF COMMERCIA	305.00	8,216.50
120163	7/24/2024	15750	FEDEX	8-558-22408	7/12/2024	JULY2024 FEDEX SVCS	20.84	305.00
120164	7/24/2024	55913	GARCIA JR., MARTIN	Scholarship	7/16/2024	2024 YOUTH FOOTBALL SCH	75.00	20.84
120165	7/24/2024	54047	GONZALEZ, ADRIANA	2024 Grant	7/16/2024	CANNABIS EQUITY GRANT P	7,050.00	75.00
120166	7/24/2024	55915	GOVERNMENT SOCIAL MEDI	2024-210017531	7/17/2024	REG 5/20-22, GSMCON- ORL	1,329.00	7,050.00
120167	7/24/2024	52856	GREENWOOD, BRIANNA	7/2 Reimb	7/17/2024	REIMBURSEMENT FOR WOR	392.00	1,329.00
120168	7/24/2024	45108	IMPERIAL SPRINKLER SUPPL	0016528425-001	7/3/2024	TEMPO STATION MASTER KI	467.49	392.00
				0016586126-001	7/9/2024	RB PE-PLASTIC VALVE, GEL	309.08	
				0016477826-001	7/1/2024	AQUALINE QUICK COUPLER	120.56	
				0016597613-001	7/9/2024	KELL TOPPER SOD PREP, ET	48.38	
				0016492750-001	7/2/2024	CORONA 28 DEGREE 48" WO	24.97	970.48

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120169	7/24/2024	45051	LAMAR OF PALM SPRINGS	116112724	7/8/2024	7/8-8/4 POSTER ADVERTISING	1,273.00
				116112718	7/8/2024	7/8-8/4 POSTER ADVERTISING	600.00
120170	7/24/2024	24600	LOPES HARDWARE	767	7/1/2024	SPRAY PAINT, CHAIN, SCREW	216.05
120171	7/24/2024	54744	MURILLO, MAYRA D.	Scholarship	7/22/2024	2024 YOUTH FOOTBALL SCH	75.00
				Scholarship	7/22/2024	2024 YOUTH FOOTBALL CHE	75.00
120172	7/24/2024	54920	ONEFUTURE COACHELLA VAI	102	7/12/2024	CC SUMMER INTERNSHIP PF	50,240.00
120173	7/24/2024	53427	PASTION INDUSTRIES, INC.	044362	6/26/2024	JL-SP2024 FIRE ALARM/RADI	195.00
120174	7/24/2024	42759	PROPER SOLUTIONS, INC.	16139	7/12/2024	WE 7/12: BECERRA+LOREDC	3,071.20
				16140	7/12/2024	WE 7/12: B. AGUIRRE	1,535.60
				16115	7/5/2024	WE 7/5: D. BECERRA	1,151.70
120175	7/24/2024	54500	RELIABLE TRANSLATIONS CC	28286	7/10/2024	7/10 CC MTG SVCS	882.00
120176	7/24/2024	54271	RIVERSIDE COUNTY OFFICE	2025-01	7/16/2024	9/23-25 ICSC: PALM SPRINGS	350.00
120177	7/24/2024	44161	ROBERT HALF	63843242	7/16/2024	WE 7/12: M. MAGANA	1,766.40
120178	7/24/2024	44775	VISTA PAINT CORPORATION	2024-541204-00	7/16/2024	PROTEC ALKYD EMULSION S	639.88
120179	7/24/2024	49778	WEST COAST ARBORISTS, IN	1-10220	7/9/2024	7/9 TREE INVENTORY DATA C	1,564.00
Sub total for WELLS FARGO BANK:							85,683.18

38 checks in this report.

Grand Total All Checks: 321,027.61

Date: July 24, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

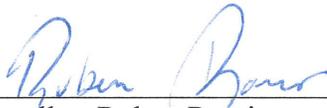
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120180	7/31/2024	55721 BREWER, BREANNE	Ref000244891	7/25/2024	UB Refund Cst #00039783 On	100.00	100.00
120181	7/31/2024	55748 DOMINGUEZ, DIANA	Ref000244892	7/25/2024	UB Refund Cst #00032598 On	150.00	150.00
120182	7/31/2024	55917 LEAL, CELENA	Ref000244893	7/25/2024	UB Refund Cst #00027848 On	5,048.95	5,048.95
120183	7/31/2024	55921 ORTMAN, PAULA ROSE	Ref000244900	7/25/2024	UB Refund Cst #00016221 On	370.77	370.77
120184	7/31/2024	55758 ROSALES, MARIA	Ref000244895	7/25/2024	UB Refund Cst #00033184 On	928.38	928.38
120185	7/31/2024	55759 ROSAS, MAYRA	Ref000244896	7/25/2024	UB Refund Cst #00044351 On	1,068.12	1,068.12
120186	7/31/2024	55762 TORRES, FRANCISCO L.	Ref000244899	7/25/2024	UB Refund Cst #00001071 On	273.59	273.59
120187	7/31/2024	55920 VARGAS, CHRISTINA	Ref000244898	7/25/2024	UB Refund Cst #00049910 On	337.87	337.87
120188	7/31/2024	55919 VILLA, OMAR	Ref000244897	7/25/2024	UB Refund Cst #00032775 On	276.11	276.11
120189	7/31/2024	55918 ZAVALA, JESUS	Ref000244894	7/25/2024	UB Refund Cst #00056374 On	650.00	650.00
Sub total for WELLS FARGO BANK:							9,203.79

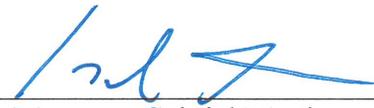
10 checks in this report.

Grand Total All Checks: 9,203.79

Date: July 31, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2193	7/31/2024	48014	ALBERT A. WEBB ASSOCIATE ARIV0004342	6/29/2024	PE6/29 SVCS: CENTRAL PARI	72,620.99	
			ARIV0004522	6/29/2024	PE6/29 SVCS: TRAVEL CENTE	7,560.51	80,181.50
2194	7/31/2024	53291	ANGENIOUS ENGINEERING 19-07A-044	6/30/2024	PE6/30 AVE 50 BRIDGE	44,002.64	
			19-07B-040	6/30/2024	PE6/30 SR-86/AVE 50 INTERC	1,273.40	45,276.04
2195	7/31/2024	45929	BECK OIL, INC. 120864	6/30/2024	PE6/30 WATER DEPT FUEL	1,233.64	
			120899	6/30/2024	PE6/30 SANITARY DEPT FUEL	1,104.82	
			120862	6/30/2024	PE6/30 STREETS DEPT FUEL	557.86	
			120888	6/30/2024	PE6/30 CODE ENF DEPT FUE	540.69	
			120880	6/30/2024	PE6/30 SENIOR CNTR FUEL	341.80	
			120867	6/30/2024	PE6/30 PARKS DEPT FUEL	312.47	
			120858	6/30/2024	PE6/30 LLMD DEPT FUEL	284.36	
			120879	6/30/2024	PE6/30 VEHICLE MAINT DEPT	234.86	
			120905	6/30/2024	PE6/30 ADMIN DEPT FUEL	154.16	
			120856	6/30/2024	PE6/30 ENG DEPT FUEL	146.12	
			120904	6/30/2024	PE6/30 BLDG MAINT DEPT FL	93.41	5,004.19
2196	7/31/2024	49486	BRC CONSTRUCTION 202410207	6/9/2024	CONSTRUCTION OF STEM W	24,870.00	24,870.00
2197	7/31/2024	43672	DESERT VALLEY SERVICES IN639264	6/12/2024	CUTLERY, PLATES & DISH DE	212.59	212.59
2198	7/31/2024	00207	GRAINGER INC 9105457213	5/2/2024	SUPPLY CABINET	542.14	542.14
2199	7/31/2024	48436	UNIVAR SOLUTIONS USA INC.52208764	6/27/2024	SODIUM HYPOCHLORITE	834.43	
			52208765	6/27/2024	SODIUM HYPOCHLORITE	727.45	1,561.88
2200	7/31/2024	51697	WESTERN WATER WORKS SI1409356-00	6/12/2024	ANGLE BALL MTR VLV	3,584.40	
			1409295-00	6/12/2024	BREAK OFF SPOOL, ETC	1,338.93	
			1409221-00	6/14/2024	CONCRETE CVR, CONCRETE	1,073.20	
			1409373-00	6/11/2024	SOFT COPPER TUBING 60FT	672.08	
			1409401-01	6/14/2024	MTR ADAPTER COMPACT BC	174.43	6,843.04
2201	7/31/2024	00384	WILLDAN FINANCIAL SERVICE010-58988	7/15/2024	PE6/30 COST ALLOCATION PI	2,180.00	2,180.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							166,671.38

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120190	7/31/2024	51489	AIRWAVE COMMUNICATIONS 5175	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5176	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5177	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5178	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5179	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5180	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5181	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	
			5182	6/11/2024	INSTLL'D LED LIGHTBAR, ETC	3,587.37	28,698.96
120191	7/31/2024	44502	ALDCO AIR CONDITIONING & 19683	6/25/2024	TRBLSHT/SVC'D UNIT @ SAN	145.00	145.00
120192	7/31/2024	50383	BOSS DESIGNS 562	6/26/2024	12"X12" CIRCLE/COACHELLA	452.55	452.55
120193	7/31/2024	07950	CITY OF COACHELLA June 2024	6/30/2024	JUNE2024 WATER- ST, PARK:	66,333.80	
			June 2024-LLD's	6/30/2024	JUNE2024 WATER- LLD'S	23,126.28	89,460.08
120194	7/31/2024	53220	COACHELLA ACE HARDWARE 7349/1	6/28/2024	M12 RATCHET, PRIMER PVC	322.43	
			7333/1	6/24/2024	MARK PAINT IC SB FLR GRN	11.95	
			7344/1	6/27/2024	HINGED PLUG	5.42	339.80
120195	7/31/2024	09600	COACHELLA VALLEY UNIFIED 2024/332	6/30/2024	FY23/24 CROSS GUARD SVC:	66,713.51	66,713.51
120196	7/31/2024	09650	CVAG CV24295-24	7/12/2024	MAY2024 ATP- ARTS AND MU	1,915.91	
			CV24299-24	7/15/2024	JUNE2024 ATP- ARTS AND MI	589.67	
			CV24286-24	7/8/2024	MAY2024 ATP- ARTS AND MU	22.98	2,528.56
120197	7/31/2024	55841	DESERT VALLEY POWER SYS 2824	7/8/2024	TRBLSHT/RPRS ON GENERA	3,218.07	3,218.07
120198	7/31/2024	55527	DOKKEN ENGINEERING 46590	7/8/2024	PE6/30 GRPFRT/AIRPORT BL'	14,195.75	14,195.75
120199	7/31/2024	14700	E. S. BABCOCK & SONS, INC. CF41208-0076D	6/25/2024	APR-MAY2024 LAB SAMPLES	3,282.85	
			CF41205-0076V	6/25/2024	APR-MAY2024 LAB SAMPLES	2,642.03	5,924.88
120200	7/31/2024	52568	EGAN CIVIL, INC. 22433	7/8/2024	PE7/8 AVE 53 TOT LOT	978.61	978.61
120201	7/31/2024	55660	GANNETT CALIFORNIA LOCAL 0006532685	6/30/2024	JUNE2024 PUBLISHED ADS	4,852.14	4,852.14
120202	7/31/2024	54740	HEPTAGON SEVEN CONSULT 20240606	6/28/2024	PE6/28 EXTENSION OF WATE	17,752.00	17,752.00
120203	7/31/2024	20450	IMPERIAL IRRIGATION DISTRIMdJN-MdJL	7/17/2024	MID JUNE-MID JULY 2024 ELE	73,968.53	
			50035836-JN24	7/12/2024	AC50035836, 6/4-7/2, WELL #1	12.34	73,980.87
120204	7/31/2024	48293	KOA CORPORATION JB92071-47	7/12/2024	PE6/25 AVE 50 IMPROVEMEN	3,926.43	3,926.43
120205	7/31/2024	44767	KUNA FM 693012-1	6/30/2024	6/24-30 AD SPOT: FIREWORK	580.00	580.00
120206	7/31/2024	54362	LINDE GAS & EQUIPMENT INC 43600153	6/21/2024	IND HIGH PRESSURE<100CF	41.24	41.24
120207	7/31/2024	55842	MIG, INC. 0087078	7/11/2024	PE6/30 ADA SELF-EVALUATIC	9,037.50	9,037.50
120208	7/31/2024	45197	MSA CONSULTING, INC. 2406.002-19	5/31/2024	PE5/31 SHADY LN SEPTIC TC	112.50	112.50
120209	7/31/2024	02028	PETE'S ROAD SERVICE, INC. 24-0766456-00	7/2/2024	FLAT REPAIR	40.61	40.61
120210	7/31/2024	52306	QUINN COMPANY 28059002	6/18/2024	5/22-6/19 SKID STEER & 24" C	10,024.14	10,024.14

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120211	7/31/2024	42443	RDO EQUIPMENT CO.	P0470345	6/26/2024	FUEL PUMP	94.83
				P0471045	6/26/2024	SEALING WASHER	14.49
							109.32
120212	7/31/2024	55229	RRM DESIGN GROUP	2939-01-0324	4/12/2024	MAR2024 DESIGN SVCS FOR	2,717.50
120213	7/31/2024	52991	S & D CAR WASH MANAGEMEN	ARB192360	5/31/2024	MAY2024 CAR WASH SERVIC	440.37
							440.37
120214	7/31/2024	35430	SOUTH COAST A.Q.M.D.	4353394	7/2/2024	ID 178961, FY23/24 AQMD FEI	169.90
							169.90
120215	7/31/2024	47319	SPARKLETTS	9467308 062424	6/24/2024	JUNE2024 WATER @ SANITAI	169.64
							169.64
120216	7/31/2024	55659	STAPLES	6005381237	6/25/2024	POST-IT PAGE MARKERS, PE	50.47
				6005381223	6/25/2024	MESH PAPER TRAY	22.53
							73.00
120217	7/31/2024	48152	TKE ENGINEERING, INC.	2024-720	7/16/2024	PE5/31 PLNCK, TRACT 38557	4,803.75
				2024-723	7/16/2024	PE5/31 PLNCK, RANCHO MAF	4,118.44
				2024-727	7/16/2024	PE5/31 PLNCK, COACHELLA \	3,213.00
				2024-726	7/16/2024	PE5/31 PLNCK, 85901 AVE 53	1,285.00
				2024-724	7/16/2024	PE5/31 PLNCK, ROADRUNNE	656.25
				2024-729	7/16/2024	PE5/31 PLNCK, R/W AND TCE	390.00
				2024-725	7/16/2024	PE5/31 PLNCK, 84635 AVE 51	315.00
				2024-721	7/16/2024	PE5/31 PLNCK, 86878 AVE 54	150.00
				2024-719	7/16/2024	PE5/31 PLNCK, TRIPOLI APTS	147.25
							15,078.69
120218	7/31/2024	38800	UNDERGROUND SERVICE AL	620240121	7/1/2024	JUNE2024- 58 NEW TICKETS-	111.50
				23-2426092	7/1/2024	CA STATE FEE FOR REGULA	41.41
							152.91
120219	7/31/2024	43751	USA BLUEBOOK	INV00396150	6/17/2024	PALADIN HANDHELD KEY	375.13
				INV00400756	6/20/2024	CLEAR SCH40 PVC PIPE	345.00
							720.13
120220	7/31/2024	55530	VENLO RV	907062	6/11/2024	7GAL PROPANE	28.55
							28.55
Sub total for WELLS FARGO BANK:							352,663.21

40 checks in this report.

Grand Total All Checks: 519,334.59

Date: July 31, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2202	7/31/2024	54859	AMAZON CAPITAL SERVICES, 1FVG-VY6R-3FF 1JXL-3H11-PTJL	7/22/2024 7/14/2024	MOBILE FOLDING CART W/ L COFFEE STATION ORGANIZE	90.20 40.98	131.18
2203	7/31/2024	45929	BECK OIL, INC. 121819	7/8/2024	DIESEL FUEL	186.26	186.26
2204	7/31/2024	00207	GRAINGER INC 9177399350	7/10/2024	TEST KIT	445.64	445.64
2205	7/31/2024	55651	SEEK PERSONNEL STAFFING001717	7/15/2024	WE 7/14: I. HERNANDEZ	1,619.20	1,619.20
2206	7/31/2024	48436	UNIVAR SOLUTIONS USA INC.52219682	7/2/2024	SODIUM HYPOCHLORITE	10,398.47	10,398.47
2207	7/31/2024	51697	WESTERN WATER WORKS SI1409522-00 1409482-00 1407828-00	7/3/2024 7/3/2024 7/3/2024	ADAPTER MIP X INSTA-TITE I CPLG QJ 110 COMP CTS ADAPTER FIP QJ 110 CTS	2,822.07 635.10 114.85	3,572.02
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							16,352.77

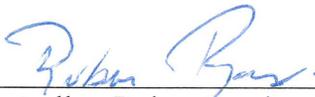
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120221	7/31/2024	54921	ADVANTAGE LASER PRODUC	155167	7/18/2024	PREMIUM W1470A MICR TON	490.00	490.00
120222	7/31/2024	50599	ARC IMAGING RESOURCES	B55912	7/8/2024	JL2024/25 SVC MAINT: CR359	1,796.00	1,796.00
120223	7/31/2024	50383	BOSS DESIGNS	567	7/23/2024	18X24 PARK CLOSED/IPANEL	978.75	978.75
120224	7/31/2024	42387	CALIFORNIA CONTRACT CITII	515508	7/8/2024	FY24/25 MEMBERSHIP DUES	3,400.00	3,400.00
120225	7/31/2024	53220	COACHELLA ACE HARDWARE	7365/1	7/2/2024	MISC FASTENERS	4.13	4.13
120226	7/31/2024	54325	FELIX, JR., DOMINGO	PD 8/5-9	6/3/2024	PD 8/5-9, TRI-STATE SMNR: L	310.50	310.50
120227	7/31/2024	52856	GREENWOOD, BRIANNA	Exam Fees	7/17/2024	EXAM FEES- CIVIL SEISMIC F	495.10	495.10
120228	7/31/2024	55922	HERNANDEZ, JACQUELINE	Scholarship	7/18/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120229	7/31/2024	44204	HUERTA, JR, ROBERTO	PD 8/5-9	6/3/2024	PD 8/5-9, TRI-STATE SMNR: L	310.50	310.50
120230	7/31/2024	44767	KUNA FM	693012-2	7/21/2024	7/1-17 AD SPOT: FIREWORKS	1,420.00	1,420.00
120231	7/31/2024	49857	MANPOWER US INC.	38816657	7/14/2024	WE 7/14: DURAN+VARGAS	2,762.88	
				38816661	7/14/2024	WE 7/7: DURAN+VARGAS	2,370.75	5,133.63
120232	7/31/2024	50595	PACIFIC LIGHTWAVE INC	76139	7/1/2024	JULY2024 INTERNET SVCS	799.00	799.00
120233	7/31/2024	52596	PLANIT PRINT WORKS	933111	7/11/2024	BID SETS- AVE 50 ST & MEDI	811.53	811.53
120234	7/31/2024	54500	RELIABLE TRANSLATIONS	CC28342	7/17/2024	7/17 PLANNING COMM MTG 5	490.00	
				28373	7/22/2024	7/22 DOCUMENT TRANSLATI	210.24	
				28364	7/19/2024	7/19 DOCUMENT TRANSLATI	75.00	775.24
120235	7/31/2024	44161	ROBERT HALF	63856576	7/22/2024	WE 7/19: M. MAGANA	1,766.40	1,766.40
120236	7/31/2024	55790	SILVERADO TOWING	3474	7/22/2024	7/11 TOWING- 84599 CALLE C	150.00	150.00
120237	7/31/2024	38250	TOPS N BARRICADES	1107891	7/5/2024	MESH CLASS II LIME W/ SLV,	50.30	50.30
120238	7/31/2024	52238	ULINE	180306602	7/9/2024	RUBBERMAID BRUTE TANDE	743.50	743.50
120239	7/31/2024	55669	VEGA, ABRAHAM	PD 8/5-8	7/18/2024	PD 8/5-8, TRI-STATE SMNR: L	241.50	241.50
120240	7/31/2024	54723	VEGA, NOEMI	Scholarship	7/18/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120241	7/31/2024	44775	VISTA PAINT CORPORATION	2024-548723-00	7/22/2024	TIP GASKET VIAL, ETC	28.75	28.75
120242	7/31/2024	54433	WEX ENTERPRISE EXXONMC	98501599	7/23/2024	ACC 0496-00-726338-7, 6/24-7	2,567.23	2,567.23
Sub total for WELLS FARGO BANK:								22,422.06

28 checks in this report.

Grand Total All Checks: 38,774.83

Date: July 31, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120243	8/7/2024	55930	BARAJAS, MANUEL	Ref000245034	8/1/2024	UB Refund Cst #00040453	68.30	68.30
120244	8/7/2024	55932	BOSS 429 PROPERTIES INC	Ref000245036	8/1/2024	UB Refund Cst #00049497	18.98	18.98
120245	8/7/2024	55928	CHRISTOPH, PHYLLIS	Ref000245032	8/1/2024	UB Refund Cst #00039490	119.51	119.51
120246	8/7/2024	55933	GARCIA, ABEL	Ref000245037	8/1/2024	UB Refund Cst #00051068	16.65	16.65
120247	8/7/2024	55938	GUARDADO, JUAN CARLOS	Ref000245045	8/1/2024	UB Refund Cst #00057856	84.49	84.49
120248	8/7/2024	55934	HERNANDEZ, JESUS	Ref000245038	8/1/2024	UB Refund Cst #00053501	46.45	46.45
120249	8/7/2024	55931	MUNOZ, FERNANDO	Ref000245035	8/1/2024	UB Refund Cst #00047397	71.58	71.58
120250	8/7/2024	55897	PULTE GROUP	Ref000245040	8/1/2024	UB Refund Cst #00057259	68.46	68.46
120251	8/7/2024	55900	PULTE GROUP	Ref000245041	8/1/2024	UB Refund Cst #00057523	27.54	27.54
120252	8/7/2024	55939	PULTE GROUP	Ref000245046	8/1/2024	UB Refund Cst #00058032	178.12	178.12
120253	8/7/2024	55940	PULTE GROUP	Ref000245047	8/1/2024	UB Refund Cst #00058034	172.49	172.49
120254	8/7/2024	55901	PULTE GROUP CO, LLC	Ref000245042	8/1/2024	UB Refund Cst #00057815	42.54	42.54
120255	8/7/2024	55936	PULTE GROUP CO, LLC	Ref000245043	8/1/2024	UB Refund Cst #00057817	77.53	77.53
120256	8/7/2024	55937	PULTE GROUP CO, LLC	Ref000245044	8/1/2024	UB Refund Cst #00057822	79.40	79.40
120257	8/7/2024	55935	RODRIGUEZ, ANTONIO	Ref000245039	8/1/2024	UB Refund Cst #00057203	174.54	174.54
120258	8/7/2024	55941	TIJERINA, ALBERT	Ref000245048	8/1/2024	UB Refund Cst #00058575	200.00	200.00
120259	8/7/2024	55929	TORRES, MYRA	Ref000245033	8/1/2024	UB Refund Cst #00040254	38.29	38.29
120260	8/7/2024	55927	URIBE, GABINO	Ref000245031	8/1/2024	UB Refund Cst #00033886	52.94	52.94

Sub total for WELLS FARGO BANK: 1,537.81

18 checks in this report.

Grand Total All Checks: 1,537.81

Date: August 7, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -4

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2208	8/7/2024	43462	BEST BEST & KRIEGER, LLP	1002142	7/29/2024	PE6/30, #80237.00868, TRAVE	129,027.13
				1002130	7/29/2024	PE6/30, #80237, GENERAL RE	35,817.44
				1002147	7/29/2024	PE6/30, #80237.00500, PRA RI	20,284.50
				1002140	7/29/2024*	PE6/30, #80237.00857, RENEV	9,457.50
				1002133	7/29/2024	PE6/30, #80237.00445, DESEF	4,827.90
				1002131	7/29/2024	PE6/30, #80237.00237, SPOTL	3,752.40
				1002136	7/29/2024	PE6/30, #80237.00819, CODE	1,816.81
				1002135	7/29/2024	PE6/30, #80237.00810, LABOF	1,812.60
				1002138	7/29/2024	PE6/30, #80237.00844, CHROI	985.80
				1002137	7/29/2024	PE6/30, #80237.00840, CANN/	889.80
				1002141	7/29/2024	PE6/30, #80237.00866, KPC SI	747.00
				1002145	7/29/2024	PE6/30, #80237.00877, LA EN1	745.60
				1002143	7/29/2024	PE6/30, #80237.00869, AFFOF	699.60
				1002139	7/29/2024	PE6/30, #80237.00851, GLEN I	500.70
				1002146	7/29/2024	PE6/30, #80237.00885, LAFCC	413.40
				1002134	7/29/2024	PE6/30, #80237.00451, COC V	318.00
				1002144	7/29/2024	PE6/30, #80237.00874, CENTF	300.90
				1002132	7/29/2024	PE6/30, #80237.00240, 52156	128.20
							212,525.28
2209	8/7/2024	55843	DECKARD TECHNOLOGIES, II1576	4/9/2024	SHORT TERM RENTAL MONI1	27,750.00	27,750.00
2210	8/7/2024	55859	ECOLOGY AUTO PARTS, INC.	0001949-IN	6/20/2024	6/10-14 HAULING AND DISPO.	23,270.99
				0001968-IN	6/27/2024	6/17-21 HAULING AND DISPO.	8,542.85
				0001970-IN	6/30/2024	6/24-28 HAULING AND DISPO.	8,469.35
							40,283.19
2211	8/7/2024	51892	HERC RENTALS, INC.	34550252-003	7/15/2024	6/24-7/15 TRAILER TILT RNTL	705.60
2212	8/7/2024	51697	WESTERN WATER WORKS SI	1409117-00	5/9/2024	ANGLE BALL MTR VLV INSTA-	3,148.32
				1409086-00	5/9/2024	2" F/C REPAIR CLAMP, ETC	330.58
							3,478.90
							FOR WELLS FARGO BANK -SEPARATE CHECK:
							284,742.97

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120261	8/7/2024	53746	CANNABIZ CONSULTING GRCAP-JN2024	6/30/2024	AP-JN2024 SOCIAL EQUITY S	5,050.00	5,050.00
120262	8/7/2024	55560	COACHELLA LITTLE ARABS 2023 Spnsrshp	12/14/2023	2023 YOUTH FOOTBALL SPO	1,500.00	1,500.00
120263	8/7/2024	55924	CUES, INC. 970016916	3/12/2024	RPR'D PUSH CAMERA @ SAN	1,190.91	1,190.91
120264	8/7/2024	09650	CVAG CV24306-24	7/25/2024	JUNE2024 ATP- ARTS AND MI	20.43	20.43
120265	8/7/2024	00118	DEPARTMENT OF TRANSPORSL241097	7/15/2024	APR-JUNE2024 TRAFFIC SIGI	4,515.79	4,515.79
120266	8/7/2024	48672	DESERT RECREATION DISTR 3718	6/30/2024	2024 SUMMER SWIM PASSE	6,000.00	6,000.00
120267	8/7/2024	55841	DESERT VALLEY POWER SYS2825	7/8/2024	TRBLSHT/RPRS ON DIESEL E	2,729.47	2,729.47
120268	8/7/2024	49635	EISENHOWER MEDICAL CEN June 2024	7/18/2024	AC #700000133, JUNE2024 S\	800.00	800.00
120269	8/7/2024	55925	GDS ASSOCIATES, INC. 0229239	5/28/2024	MAY2024 MUNICIPAL UTILITY	2,275.00	
			0227998	4/15/2024	APR2024 MUNICIPAL UTILITY	490.00	
			0230141	6/25/2024	JUNE2024 MUNICIPAL UTILIT	280.00	3,045.00
120270	8/7/2024	45257	LIEBERT CASSIDY WHITMORI272510	6/30/2024	6/27 WORKPLACE VIOLENCE	3,850.00	3,850.00
120271	8/7/2024	55926	MTR 1441	5/28/2024	RPR'D WEMCO PUMP @ SAN	4,850.00	4,850.00
120272	8/7/2024	47192	O'REILLY AUTO PARTS 2855-287910	6/26/2024	BELT	365.02	
			2855-281146	6/6/2024	RCVR BUSHING AND PIN & C	32.60	397.62
120273	8/7/2024	52306	QUINN COMPANY 28059003	7/16/2024	6/19-7/17 SKID STEER & 24" C	10,024.14	
			R7186401	6/18/2024	6/3-11 MOTORGRADER RNTL	9,078.91	
			279025021	7/17/2024	REACHLIFT RNTL CREDIT	-2,039.50	17,063.55
120274	8/7/2024	55229	RRM DESIGN GROUP 2939-01-0224	3/9/2024	FEB2024 DESIGN SVCS FOR	795.00	795.00
120275	8/7/2024	52991	S & D CAR WASH MANAGEMEARB194840	6/30/2024	JUNE2024 CAR WASH SERVI	447.36	447.36
120276	8/7/2024	55659	STAPLES 6005381224	6/25/2024	RENEGADE L UNIT	2,090.49	
			6005381235	6/25/2024	CARDER CHAIR & SBG CORK	332.35	
			6005381226	6/25/2024	SPLS 8.5X11 REC COPY CS, F	324.02	
			6005381231	6/25/2024	CORRECTION TAPE, LYSOL E	225.93	
			6005381238	6/25/2024	STAPLES 8.5X11 COPY CS, B,	175.91	
			6005381230	6/25/2024	2IN BLK BTR BINDER W/ VIEW	9.41	3,158.11
120277	8/7/2024	00102	SUNLINE TRANSIT AGENCY INV07936	6/30/2024	JUNE2024 CNG FUEL	753.16	753.16
120278	8/7/2024	48152	TKE ENGINEERING, INC. 2024-717	7/16/2024	PE5/31 ENG SVCS, COACHEL	27,287.50	
			2024-876	7/23/2024	PE6/30 PLNCK, TRACT 38557	1,680.00	
			2024-718	6/19/2024	PE5/31 PLNCK, AIRPORT BUS	840.00	
			2024-877	7/23/2024	PE6/30 PLNCK, RANCHO MAF	759.00	
			2024-875	7/15/2024	PE6/30 PLNCK, AIRPORT BUS	630.00	
			2024-878	7/23/2024	PE6/30 PLNCK, ROADRUNNE	130.00	
			2024-879	7/23/2024	PE6/30 PLNCK, 84635 AVE 51	105.00	31,431.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120279	8/7/2024	48971	XPRESS GRAPHICS & PRINTING 24-63005	6/11/2024	2023 CCR POSTCARDS	4,157.30	
			24-63168	6/18/2024	2023 CCR BOOKLETS	295.97	4,453.27
120280	8/7/2024	42100	ZUMAR INDUSTRIES INC 47701	5/31/2024	24X30 FLASHER RING SPEED	7,573.36	7,573.36
Sub total for WELLS FARGO BANK:							99,624.53

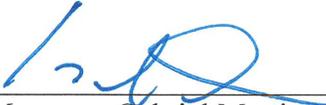
25 checks in this report.

Grand Total All Checks: 384,367.50

Date: August 7, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2213	8/7/2024	54859	AMAZON CAPITAL SERVICES, 11XN-NF44-7LK	7/30/2024	UNICORN BEETLE PRO SERI	31.51	
			1C1W-LQ1D-7M	7/24/2024	HDMI FIBER OPTIC CABLE, E	948.10	
			1D6H-N9P7-1XM	7/24/2024	INTEL NUC 12 PRO WALL ST	925.45	
			1LGQ-WMLR-1C	7/24/2024	BLACKMAGIC DESIGN MINI C	491.06	2,396.12
2214	8/7/2024	45929	BECK OIL, INC.	123221	7/15/2024	PE7/15 ENG DEPT FUEL	91.59
				123223	7/15/2024	PE7/15 LLMD DEPT FUEL	503.07
				123227	7/15/2024	PE7/15 STREETS DEPT FUEL	1,058.99
				123229	7/15/2024	PE7/15 WATER DEPT FUEL	1,487.43
				123232	7/15/2024	PE7/15 PARKS DEPT FUEL	376.19
				123244	7/15/2024	PE7/15 VEHICLE MAINT DEPT	318.08
				123269	7/15/2024	PE7/15 BLDG MAINT DEPT FL	179.36
				123270	7/15/2024	PE7/15 ADMIN DEPT FUEL	46.12
				123254	7/15/2024	PE7/15 CODE ENF DEPT FUE	732.83
				123264	7/15/2024	PE7/15 SANITARY DEPT FUEL	1,087.14
				123245	7/15/2024	PE7/15 SENIOR CNTR FUEL	366.49
							6,247.29
2215	8/7/2024	49486	BRC CONSTRUCTION	202410214	7/17/2024	RPLC'D METERS @ BGDMA F	3,970.00
				202410215	7/19/2024	6" METER REPLACEMENT @	5,620.00
							9,590.00
2216	8/7/2024	43862	BRENNTAG PACIFIC, INC	BPI444703	7/15/2024	APPLIED CREDIT INV #BPI44	4,254.88
				BPI444704	7/15/2024	APPLIED CREDIT INV #BPI44	1,470.90
							5,725.78
2217	8/7/2024	49858	CV PIPELINE CORP.	S3487	7/11/2024	STORM DRAIN MAINT @ DIS	7,260.00
				S3476	7/3/2024	7/1 VIDEO PIPE INSPECTION	945.00
				S3485	7/11/2024	7/10 VIDEO PIPE INSPECTION	1,000.00
							9,205.00
2218	8/7/2024	43672	DESERT VALLEY SERVICES	641380	7/10/2024	TOILET TISSUE	614.30
				641381	7/10/2024	NAPKIN DISP, NITRILE GLOV	380.63
				641439	7/10/2024	GLOVES	25.19
				641553	7/11/2024	NITRILE GLOVES	85.92
							1,106.04
2219	8/7/2024	55859	ECOLOGY AUTO PARTS, INC.	0001993-IN	7/11/2024	7/3-5 HAULING AND DISPOSA	12,104.84
				0002017-IN	7/18/2024	7/8-14 HAULING AND DISPOS	16,571.19
				0002022-IN	7/25/2024	7/15-18 HAULING AND DISPO	23,336.64
							52,012.67
2220	8/7/2024	44713	FARMER BROTHERS CO.	95675944	7/19/2024	COFFEE, CREAMER, SLEEVE	1,141.35
2221	8/7/2024	00207	GRAINGER INC	9183204230	7/16/2024	COGGED V-BELT, KEYED PAI	198.33
							198.33
2222	8/7/2024	51892	HERC RENTALS, INC.	34746340-001	7/16/2024	7/9-15 TRUCK BUCKET RNTL	1,936.68
				34730979-001	7/12/2024	7/3-8 CART UTV 4 PSNGR RN	1,117.74
				34730979-002	7/15/2024	7/3-8 LIGHT TOWER RNTLS	2,887.06
							5,941.48

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2223	8/7/2024	09800	PERMA INV293	7/31/2024	2024-25 Q1 LIABILITY TRUST	46,397.00	46,397.00
2224	8/7/2024	52802	RED WING BUSINESS ADVAN'2024072500343;	7/25/2024	7/17 EMPLOYEE WORK BOO	10,858.89	10,858.89
2225	8/7/2024	55651	SEEK PERSONNEL STAFFING001730	7/26/2024	WE 7/21: ESPINO+PEREZ CIN	4,912.80	4,912.80
2226	8/7/2024	55817	VESTIS SERVICES, LLC 26510604	7/12/2024	MESH CAP W/ EMBROIDERY	26.07	26.07
2227	8/7/2024	50629	VINTAGE ASSOCIATES, INC 233562	7/15/2024	JULY2024 LNDSCPE MAINT @	12,700.00	
			233563	7/15/2024	JULY2024 LNDSCPE MAINT @	5,247.00	
			233566	7/15/2024	JULY2024 LNDSCPE MAINT @	5,300.00	
			233568	7/15/2024	JULY2024 LNDSCPE MAINT @	10,135.00	
			233569	7/15/2024	JULY2024 LNDSCPE MAINT @	5,050.00	38,432.00
2228	8/7/2024	50555	VORTEX AQUATIC STRUCTUF59599	7/12/2024	BOLLARD ACTIVATOR HOUSI	1,701.80	1,701.80
2229	8/7/2024	51697	WESTERN WATER WORKS SI1408067-00	7/15/2024	BRANCH PIECE PEP GJ/MIP	274.05	
			1409293-01	7/15/2024	3/4 ANGLE BALL MTR VLV	2,196.75	
			1409401-02	7/16/2024	2 1/2 DI HYD 6H DI CAPS 1 1/8	8,134.93	
			1409438-00	7/15/2024	3/4 TO 1 MTR ADAPTER COM	1,946.63	12,552.36
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							208,444.98

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120281	8/7/2024	54926	AIR QUALITY TESTING SERVICE	2024-02-21-053	7/24/2024 ASBESTOS/HAZARDOUS MTF	6,890.00	6,890.00
120282	8/7/2024	01355	AMERICAN PROMOTIONAL E\	Deposit	7/30/2024 2024 FIREWORKS BOOTH CL	700.00	700.00
120283	8/7/2024	50383	BOSS DESIGNS	565	7/16/2024 24"X8 3/4" WATER AUTHORIT	474.10	474.10
120284	8/7/2024	50977	BRISAS AIR CONDITIONING IN-	119825-3	7/12/2024 TRBLSHT LEAK @ FIRE STAT	200.00	
				I-119825-5	7/12/2024 RPLC'D FAN MOTOR @ 1540	925.00	
				I-119838-2	7/21/2024 RPLC'D FAN MOTOR, BLOWE	1,680.00	2,805.00
120285	8/7/2024	02048	CDW GOVERNMENT, INC.	SG22502	7/10/2024 HP 972X XL OEM PAGEWIDE	659.24	659.24
120286	8/7/2024	53220	COACHELLA ACE HARDWARE	7389/1	7/8/2024 SCRAPER RAZOR BLADES	7.06	
				7417/1	7/11/2024 GFI ST RECEP W/ WLPLT, ET	38.04	
				7456/1	7/18/2024 LADDR 6' STP FBRGLS, ETC	180.49	
				7465/1	7/22/2024 CD 1 1/12 SPLIT KEY RINGS	16.49	
				7440/1	7/16/2024 HAMMER SLEDGE, ETC	71.74	
				7452/1	7/18/2024 GLV LTHR DRVR PIGSKIN	18.47	
				7422/1	7/12/2024 EX CORD 3 OUTLET YL 10'	27.17	359.46
120287	8/7/2024	54137	CONSERVE LANDCARE LLC	363161	7/17/2024 ACCIDENT RPRS @ DIST 25	2,497.24	
				363162	7/17/2024 ROUNDABOUT ENHANCEMEI	13,864.20	16,361.44
120288	8/7/2024	52375	CORE & MAIN LP	V192751	7/3/2024 36" HOOK, NORTH TOW SHO\	482.77	482.77
120289	8/7/2024	55942	CORONEL, ALBERTO	Scholarship	7/29/2024 2024 YOUTH FOOTBALL SCH	75.00	75.00
120290	8/7/2024	50103	D&H WATER SYSTEMS	I2024-0868	7/9/2024 PM MICRO 2000 ANALYZER (I	772.88	772.88
120291	8/7/2024	55943	DELARA, ANTONIO	Scholarship	7/25/2024 2024 YOUTH FOOTBALL SCH	75.00	75.00
120292	8/7/2024	47952	DESERT LIVE SCAN	4351	7/29/2024 JULY2024 EMPLOYEE FINGE	125.00	125.00
120293	8/7/2024	53007	DESERT PROMOTIONAL &	99325	7/3/2024 TABLECLOTHS W/ CITY SEAL	2,681.28	2,681.28
120294	8/7/2024	48977	EVERON	155579836	7/2/2024 AG-OT2024 ALARM/EXT SVC	513.30	
				155579837	7/2/2024 AUG2024 ALARM/EXT SVC PL	1,385.97	
				155579838	7/2/2024 AG-OT2024 ALARM/EXT SVC	741.68	
				155579839	7/2/2024 AG-OT2024 ALARM/EXT SVC	275.65	
				155579840	7/2/2024 AUG2024 CELL/EXT SVC PLN	38.11	
				155579841	7/2/2024 AG-OT2024 ALARM/EXT SVC	196.04	3,150.75
120295	8/7/2024	15750	FEDEX	8-570-51254	7/26/2024 JULY2024 FEDEX SVCS	20.44	20.44
120296	8/7/2024	54740	HEPTAGON SEVEN CONSULT	20240705	7/29/2024 PE7/29 MONUMENT REHAB S	35,560.00	35,560.00
120297	8/7/2024	55944	HURTADO, PAULINA	Scholarship	7/29/2024 2024 YOUTH FOOTBALL SCH	75.00	75.00
120298	8/7/2024	20150	HYDRO AG SYSTEMS	25835	7/10/2024 PVC COUPLING, PVC BUSHIN	303.24	
				25953	7/16/2024 PVC CAP	89.89	393.13

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120299	8/7/2024	45108	IMPERIAL SPRINKLER SUPPL	0016398507-001	7/11/2024	MILW M12 STICK TRANSFER	216.42
				0016412004-003	7/11/2024	NDS GREEN LID ONLY FOR J	485.97
				0016611980-001	7/11/2024	SIMPLOT AMMONIUM SULFAT	716.13
				0016612147-001	7/10/2024	ROMAC COUPLING	190.73
				0016644346-001	7/11/2024	RB PLASTIC NOZZLE HALF, E	173.47
				0016693489-001	7/15/2024	GEL KNEE PAD	48.88
				0016707660-001	7/16/2024	GEL KNEE PAD, RB ADPT EMI	169.25
				0016765106-001	7/18/2024	HUNTER MP ROTATORS	232.74
							2,233.59
120300	8/7/2024	49857	MANPOWER US INC.	38831620	7/21/2024	WE 7/21: DURAN+VARGAS	2,602.10
120301	8/7/2024	25900	MEREDITH & SIMPSON CONS	240719	7/15/2024	TRBLSHT PUMP STATION @	197.88
120302	8/7/2024	51579	METLIFE- GROUP BENEFITS	0082109638	7/1/2024	AUG2024 AD&D/LIFE #001101	296.05
120303	8/7/2024	54875	MISSIONSQUARE RETIREMENT	20240630-109-3	7/22/2024	PLN #106297, ANNUAL PLN FI	125.00
120304	8/7/2024	47192	O'REILLY AUTO PARTS	2855-290277	7/3/2024	STR WHL CVR & FLOOR MAT	418.54
				2855-292018	7/9/2024	LADDER RACK	228.72
				2855-292596	7/11/2024	CABIN FILTER, OIL FILTER, E	56.17
				2855-292649	7/11/2024	DISC PAD SET	36.96
				2855-293961	7/15/2024	BATTERY	227.21
				2855-294585	7/17/2024	BATTERY	65.10
							1,032.70
120305	8/7/2024	50595	PACIFIC LIGHTWAVE INC	77516	8/1/2024	AUG2024 INTERNET SVCS	799.00
120306	8/7/2024	02028	PETE'S ROAD SERVICE, INC.	24-0768084-00	7/11/2024	MOUNT/BALANCE NEW TIRE	255.05
				24-0768090-00	7/10/2024	MOUNT/BALANCE NEW TIRE	494.88
				24-0768623-00	7/9/2024	DISMOUNT/MOUNT NEW TIR	359.72
				24-0769413-00	7/15/2024	MOUNT/BALANCE NEW TIRE	872.81
							1,982.46
120307	8/7/2024	49473	PHANTOM FIREWORKS WES	Deposit	7/30/2024	2024 FIREWORKS BOOTH CL	300.00
120308	8/7/2024	01395	PJ'S DESERT TROPHIES & GII	27436	7/10/2024	18"X24" METAL SIGNS	90.83
120309	8/7/2024	42759	PROPER SOLUTIONS, INC.	16162	7/19/2024	WE 7/19: BECERRA+LOREDC	3,071.20
120310	8/7/2024	54500	RELIABLE TRANSLATIONS CC	28388	7/24/2024	7/24 CC MTG SVCS	686.00
120311	8/7/2024	55923	RIVERSIDE COUNTY SHERIFF	SH0000046294	7/16/2024	CAL-ID FY24/25 MBR AGENCY	42,462.00
120312	8/7/2024	54670	ROSETTE, JOSE	7/22 Reimb	7/30/2024	REIMBURSEMENT FOR WOR	250.00
120313	8/7/2024	55272	SALAS, LAWRENCE Y.	Refund	7/29/2024	DEPOSIT REFUND- 7/27 LIBR	300.00
120314	8/7/2024	55790	SILVERADO TOWING	3520	8/5/2024	8/1 TWNG- 51889 CALLE HER	150.00
				3521	8/5/2024	8/1 TWNG- 51889 CALLE HER	150.00
							300.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120315	8/7/2024	35450	SOCALGAS	1377 6th-JL24	7/24/2024	AC 012 623 3791 6, 6/20-7/22	88.08
				1500 6th-JL24	7/24/2024	AC 020 678 1257 4, 6/20-7/22	16.57
				1515 6th-JL24	7/24/2024	AC 031 523 3700 6, 6/20-7/22	21.97
				1540 7th-JL24	7/24/2024	AC 008 423 3900 4, 6/20-7/22	71.52
				84626Bag-JL24	7/24/2024	AC 153 323 6215 9, 6/20-7/22	18.88
				87075Av54-JL24	7/24/2024	AC 123 573 5834 5, 6/20-7/22	63.77
				BagPool-JL24	7/24/2024	AC 069 323 6500 7, 6/20-7/22	15.78
120316	8/7/2024	35430	SOUTH COAST A.Q.M.D.	4385326	7/2/2024	ID 202714, REF #G75886, EM	541.04
				4390033	7/2/2024	ID 202714, FY24/25, EMISSION	165.96
120317	8/7/2024	55590	STANDARD INSURANCE COM	July2024	7/18/2024	JULY2024 DENTAL PPO PREM	4,834.95
				July2024	7/18/2024	JULY2024 DENTAL HMO PREM	1,259.32
				July2024	7/18/2024	JULY2024 VISION PREMIUM #	1,529.05
				July2024	7/18/2024	JULY2024 COBRA PREMIUM #	34.60
120318	8/7/2024	51918	THE GREATER COACHELLA	V26426	7/1/2024	FY24/25 MEMBERSHIP RNWL	1,000.00
120319	8/7/2024	44918	TOLAR MANUFACTURING CO	15154	7/1/2024	9' DOME ROOF AD SHELTER,	12,784.71
120320	8/7/2024	38250	TOPS N BARRICADES	1107993	7/12/2024	MESH CLASS II LIME W/ PKT	19.85
120321	8/7/2024	43751	USA BLUEBOOK	INV00409894	7/1/2024	ACETATE BUFFER SOLUTION	939.65
120322	8/7/2024	39640	VALLEY LOCK & SAFE	188452	7/15/2024	RPLC'D RSTRM DOOR LEVEF	362.06
120323	8/7/2024	55530	VENLO RV	907072	7/16/2024	11.8GAL PROPANE	48.12
120324	8/7/2024	44775	VISTA PAINT CORPORATION	2024-565087-00	8/1/2024	COVERALL EXT FLAT DEEP E	1,569.71
120325	8/7/2024	49778	WEST COAST ARBORISTS, IN	216815-A	7/15/2024	PE7/15 TREE MAINT @ STRE	6,743.10
				216860	7/13/2024	7/13 INSTLL'D PALM TREES @	6,300.00
				216865	7/9/2024	7/9 TREE MAINT @ LLMD	2,798.00
Sub total for WELLS FARGO BANK:							169,615.99

62 checks in this report.

Grand Total All Checks: 378,060.97

Date: August 7, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
08/13/2024 7:40:43AM

Check List
City of Coachella

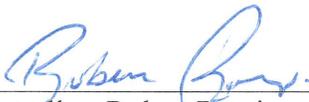
Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
120326	8/14/2024	55948 PEREZ, GLADYS	Ref000245171	8/8/2024	UB Refund Cst #00014874 On	200.00	200.00
Sub total for WELLS FARGO BANK:							200.00

1 checks in this report.

Grand Total All Checks: 200.00

Date: August 14, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

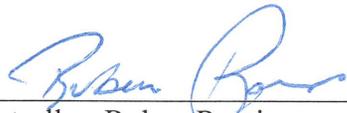
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120327	8/14/2024	55949	ADVANCED TOWING	24-0617-6847	7/23/2024	6/17 TOWING- 44919 GOLF C	185.00	185.00
120328	8/14/2024	53039	AT&T	519534	7/17/2024	LEA TRACKING (CASE #Y241)	120.00	120.00
120329	8/14/2024	00836	BIO-TOX LABORATORIES	46167	7/15/2024	6/3+24 LAB SERVICES	1,330.00	
				46166	7/15/2024	6/24 LAB SERVICES	1,124.63	2,454.63
120330	8/14/2024	55945	BOUND, INC.	0054	6/3/2024	2/13-5/26 TCC PROGRAM SVC	4,000.00	4,000.00
120331	8/14/2024	42387	CALIFORNIA CONTRACT CITII	515508	7/8/2024	FY24/25 MEMBERSHIP DUES	3,400.00	3,400.00
120332	8/14/2024	08970	COACHELLA VALLEY BOXING	0124	1/31/2024	JAN2024 BOXING CLUB SER\	2,500.00	
				0224	2/29/2024	FEB2024 BOXING CLUB SER\	2,500.00	
				0324	3/31/2024	MAR2024 BOXING CLUB SER	2,500.00	
				0424	4/30/2024	APR2024 BOXING CLUB SER\	2,500.00	
				0524	5/31/2024	MAY2024 BOXING CLUB SER\	2,500.00	
				0624	6/30/2024	JUNE2024 BOXING CLUB SEF	2,500.00	15,000.00
120333	8/14/2024	11800	COUNTY OF RIVERSIDE	AN0000002877	3/15/2024	FEB2024 ANL SHLTR+FIELD+	36,638.66	36,638.66
120334	8/14/2024	09650	CVAG	CV24315-24	8/7/2024	3RD QTR- FY23/24 (JA-MA) AI	11,060.69	11,060.69
120335	8/14/2024	49859	DEAZTLAN CONSULTING, LLC	2024-23	7/1/2024	LAFCO SPHERE OF INFLNC F	25,699.67	
				000003	7/1/2024	LAFCO SPHERE OF INFLNC F	13,947.48	39,647.15
120336	8/14/2024	55527	DOKKEN ENGINEERING	46121	5/10/2024	PE4/30 GRPFRT/AIRPORT BL'	1,341.14	1,341.14
120337	8/14/2024	36050	EMPLOYMENT DEVELOPMENL	1553862480	7/30/2024	AC 944-0806-9, APR-JUNE202	468.00	468.00
120338	8/14/2024	55946	GRID ALTERNATIVES INLAND	ARI0011255	6/10/2024	2/13-4/30 TCC PROGRAM SVC	3,984.81	3,984.81
120339	8/14/2024	54740	HEPTAGON SEVEN CONSULT	20240605	6/28/2024	PE6/28 ENG SVCS @ BGDMA	3,200.00	3,200.00
120340	8/14/2024	46357	LAWYERS TITLE COMPANY	624650103	5/20/2024	PRELIMINARY REPORT (SEW	750.00	
				624650104	5/20/2024	PRELIMINARY REPORT (SEW	750.00	1,500.00
120341	8/14/2024	53105	NATIONAL MAIN STREET CEN	MS-7100	1/29/2024	2024 CA MAIN ST MBRSHP	1,675.00	1,675.00
120342	8/14/2024	55790	SILVERADO TOWING	3552	5/16/2024	5/16 TOWING- 50021 KENMOI	150.00	150.00
120343	8/14/2024	50229	URBAN HABITAT	9022	6/30/2024	RETENTION- LNDSCPE/PARK	56,881.22	56,881.22
Sub total for WELLS FARGO BANK:								181,706.30

17 checks in this report.

Grand Total All Checks: 181,706.30

Date: August 14, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -I

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2230	8/14/2024	52802	RED WING BUSINESS ADVAN	2024080800343	8/8/2024 8/1 EMPLOYEE WORK BOOT	712.64	712.64
2231	8/14/2024	55651	SEEK PERSONNEL STAFFING	001731	7/26/2024 WE 7/21: I. HERNANDEZ	1,619.20	
			001748	8/1/2024	WE 7/28: I. HERNANDEZ	1,619.20	3,238.40
2232	8/14/2024	54432	US BANK N.A.	2631495	7/12/2024 COACHELLA RDA SER 2016A	810,420.25	
			2631500	7/12/2024	RDA SUBORDINATE TAX ALLC	692,017.77	
			2631497	7/12/2024	COACHELLA RDA SER 2016B	596,581.25	
			2631498	7/12/2024	RDA SUBORDINATE TAX ALLC	366,151.85	2,465,171.12
2233	8/14/2024	00384	WILLDAN FINANCIAL SERVICE	010-59032	7/26/2024 FY24/25 SEWER DISTRICT AL	2,500.00	2,500.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							2,471,622.16

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120344	8/14/2024	55591	CICCS TRUST 2024-8	8/6/2024	AUG2024 CICCS TRUST EAP	171.90	171.90
120345	8/14/2024	54135	DEL VALLE INFORMADOR INC2024-126	8/8/2024	8/8 AD: NOTICE OF ELECTIOI	125.00	125.00
120346	8/14/2024	51494	GARDA CL WEST, INC. 10789273	8/1/2024	AUG2024 CASHLINK MAINTEN	1,558.94	
			10789262	8/1/2024	AUG2024 ARMORED TRANSF	1,254.78	2,813.72
120347	8/14/2024	54740	HEPTAGON SEVEN CONSULT20240706	7/30/2024	PE7/30 EXTENSION OF WATE	19,200.00	19,200.00
120348	8/14/2024	20450	IMPERIAL IRRIGATION DISTRI50035560-JL24	8/1/2024	AC50035560, 6/28-7/29, ST LIC	24,246.35	
			50035755-JL24	7/31/2024	AC50035755, 6/27-7/29, PUMP	12,828.78	
			50705542-JL24	8/5/2024	AC50705542, 7/3-31, PERMIT	2,941.15	
			50509172-JL24	8/5/2024	AC50509172, 7/3-31, CORP YA	2,462.51	
			50371785-JL24	7/31/2024	AC50371785, 6/27-7/29, LIFT S	977.44	
			50705544-JL24	8/5/2024	AC50705544, 7/3-31, PERMIT	179.07	
			50217597-JN/JL	8/5/2024	AC50217597, 6/4-7/31	94.20	
			50459796-JL24	7/31/2024	AC50459796, 6/27-7/29	65.43	
			50522793-JL24	7/31/2024	AC50522793, 6/27-7/29, SCAD	59.00	
			50434217-JL24	7/31/2024	AC50434217, 6/27-7/29	50.78	
			50459795-JL24	7/31/2024	AC50459795, 6/27-7/29	48.38	
			50035836-JL24	8/5/2024	AC50035836, 7/3-31, WELL #1	43.30	
			50459819-JL24	7/31/2024	AC50459819, 6/27-7/29	35.99	
			50487676-JL24	8/5/2024	AC50487676, 7/3-31, LIFT STA	15.19	44,047.57
120349	8/14/2024	51579	METLIFE- GROUP BENEFITS 0082109614	7/1/2024	AUG2024 AD&D/LIFE #001096	211.10	211.10
120350	8/14/2024	55950	MEZA, JOSE A. 6/17 Reimb	8/6/2024	REIMBURSEMENT FOR WOR	212.05	212.05
120351	8/14/2024	42759	PROPER SOLUTIONS, INC. 16185	7/26/2024	WE 7/26: BECERRA+LOREDC	3,071.20	
			16208	8/2/2024	WE 8/2: BECERRA+LOREDO	3,071.20	6,142.40
120352	8/14/2024	54500	RELIABLE TRANSLATIONS CC28455	7/30/2024	7/30 CC SPECIAL MTG SVCS	147.00	
			28450	7/31/2024	7/31 DOCUMENT TRANSLATI	75.00	222.00
120353	8/14/2024	44161	ROBERT HALF 63924151	8/6/2024	WE 8/2: D. PEARL	1,324.80	1,324.80
120354	8/14/2024	55590	STANDARD INSURANCE COMAug2024	7/19/2024	AUG2024 LIFE/AD&D PREMIU	621.60	
			Aug2024	7/19/2024	AUG2024 LIFE/AD&D/STD/LTI	6,376.99	6,998.59
120355	8/14/2024	51899	VASQUEZ, ROSA 7/30 Reimb	7/31/2024	REIMBURSEMENT FOR WOR	108.70	108.70
120356	8/14/2024	44775	VISTA PAINT CORPORATION 2024-572449-00	8/7/2024	COVERALL EXT FLAT DEEP E	472.97	472.97
Sub total for WELLS FARGO BANK:							82,050.80

17 checks in this report.

Grand Total All Checks: 2,553,672.96

Date: August 14, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120357	8/21/2024	55955	ALFARO, JOSE	Ref000245354	8/15/2024	UB Refund Cst #00035492	64.20	64.20
120358	8/21/2024	55959	AQUINO, ESPERANZA	Ref000245358	8/15/2024	UB Refund Cst #00053864	62.46	62.46
120359	8/21/2024	55954	ARMSTRONG, EVELYN	Ref000245353	8/15/2024	UB Refund Cst #00001593	233.50	233.50
120360	8/21/2024	55956	GROUP XIII PROPERTIES LP	Ref000245355	8/15/2024	UB Refund Cst #00049058	42.02	42.02
120361	8/21/2024	55960	GUZMAN, SARA	Ref000245359	8/15/2024	UB Refund Cst #00054115	6.55	6.55
120362	8/21/2024	55958	HERNANDEZ, MAURO	Ref000245357	8/15/2024	UB Refund Cst #00052749	35.02	35.02
120363	8/21/2024	55898	PULTE GROUP	Ref000245362	8/15/2024	UB Refund Cst #00057520	20.67	20.67
120364	8/21/2024	55899	PULTE GROUP	Ref000245363	8/15/2024	UB Refund Cst #00057522	18.93	18.93
120365	8/21/2024	55966	PULTE GROUP	Ref000245367	8/15/2024	UB Refund Cst #00058026	143.59	143.59
120366	8/21/2024	55967	PULTE GROUP	Ref000245368	8/15/2024	UB Refund Cst #00058033	153.94	153.94
120367	8/21/2024	55964	PULTE GROUP CO, LLC	Ref000245365	8/15/2024	UB Refund Cst #00057824	66.31	66.31
120368	8/21/2024	55965	PULTE GROUP CO, LLC	Ref000245366	8/15/2024	UB Refund Cst #00057827	58.89	58.89
120369	8/21/2024	55962	RIVERA, MARIA	Ref000245361	8/15/2024	UB Refund Cst #00056785	107.92	107.92
120370	8/21/2024	55957	SORIA, JAVIER	Ref000245356	8/15/2024	UB Refund Cst #00049821	17.26	17.26
120371	8/21/2024	55961	SUMEKH, JASMINE	Ref000245360	8/15/2024	UB Refund Cst #00056087	25.21	25.21
120372	8/21/2024	55963	THREE PEAKS CORP	Ref000245364	8/15/2024	UB Refund Cst #00057674	1,081.67	1,081.67
Sub total for WELLS FARGO BANK:								2,138.14

16 checks in this report.

Grand Total All Checks: 2,138.14

Date: August 21, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
08/21/2024 8:47:18AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2234	8/21/2024	46730	CALPERS	1000000176450	8/14/2024 #6373819375, GASB-68 REPO	1,400.00	1,400.00
2235	8/21/2024	00384	WILLDAN FINANCIAL SERVICE	010-58662	6/10/2024 PE5/24 COST ALLOCATION PI	490.00	490.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							1,890.00

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120373	8/21/2024	42506	BURRTEC WASTE INDUSTRIESS3-2024	8/19/2024	SS3 FY23/24 REFUSE COLLE	35,791.66	35,791.66
120374	8/21/2024	53220	COACHELLA ACE HARDWARE7090/1	4/29/2024	BATTERY C 4PK & WD-40	20.73	
			6740/1	2/22/2024	CAR AIR FRESHENER	10.85	
			6887/1	3/20/2024	WOOD SCREWS	10.31	
			7238/1	6/3/2024	MENDER HOSE	4.34	46.23
120375	8/21/2024	44959	COMPUTER CONSULTANTS, I38639	8/12/2024	INSTLL'D CAMERAS AT VARIC	144,979.00	144,979.00
120376	8/21/2024	54137	CONSERVE LANDCARE LLC 356290	6/28/2024	JUNE2024 LNDSCPE MAINT (59,687.00	59,687.00
120377	8/21/2024	52279	COUNTY OF RIVERSIDE 23-24Q4	7/12/2024	APR-JUNE2024 EMERGENCY	20,000.00	20,000.00
120378	8/21/2024	09650	CVAG CV24333-24	8/16/2024	JUNE2024 ATP- ARTS AND MI	7,570.58	7,570.58
120379	8/21/2024	15900	FIESTA FORD, INC. 566564	5/14/2024	RPR'D WIRE DAMAGE, ETC T	795.00	795.00
120380	8/21/2024	53889	KEVC-TV 740737B-1	6/30/2024	6/21-30 AD SPOT: COPAAMEI	875.00	875.00
120381	8/21/2024	53890	KVER-TV 740737A-1	6/30/2024	6/18-30 AD SPOT: COPAAMEI	3,335.00	3,335.00
120382	8/21/2024	49099	OTIS ELEVATOR COMPANY F10000199308	5/22/2024	LOGISTICS AND FUEL IMPAC	95.00	95.00
120383	8/21/2024	52470	R & R TOWING 61312	6/23/2024	6/23 TOWING: 47111 MONROI	240.00	240.00
120384	8/21/2024	52125	TAG/AMS, INC. 2834113	6/12/2024	MAY2024 DRUG TESTING	90.00	90.00
120385	8/21/2024	51918	THE GREATER COACHELLA V50004	4/1/2024	APR-JUNE2024 QTRLY DISBU	19,000.00	19,000.00
120386	8/21/2024	55816	VERIZON CONNECT FLEET U:616000059966	7/1/2024	JUNE2024 VEHICLE TRACKIN	1,268.75	1,268.75
120387	8/21/2024	48971	XPRESS GRAPHICS & PRINTII24-62973	6/7/2024	LAFCO 2024 SPHERE OF INFI	148.22	
			24-62972	5/29/2024	LAFCO 2024 ANNEXATION PC	115.81	264.03
Sub total for WELLS FARGO BANK:							294,037.25

17 checks in this report.

Grand Total All Checks: 295,927.25

Date: August 21, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2236	8/21/2024	48014	ALBERT A. WEBB ASSOCIATE ARIV0004791	7/27/2024	PE7/27 SVCS: CENTRAL PARI	45,172.90	45,172.90
2237	8/21/2024	54859	AMAZON CAPITAL SERVICES, 1K3G-9YDK-N6L	8/18/2024	VIEWSONIC 22IN MULTI TOU	298.61	
			1T7D-4KKY-793	8/14/2024	J&D 1/4IN TRS CABLE, ETC	34.50	
			19YW-K93G-39f	8/13/2024	STANLEY FATMAX TAPE MEA	72.05	405.16
2238	8/21/2024	53291	ANGENIOUS ENGINEERING 19-07A-045	7/31/2024	PE7/31 AVE 50 BRIDGE	47,348.31	
			19-07B-041	7/31/2024	PE7/31 SR-86/AVE 50 INTERC	1,313.16	48,661.47
2239	8/21/2024	45929	BECK OIL, INC.	7/22/2024	DIESEL FUEL	1,216.09	
			125950	7/31/2024	PE7/31 ENG DEPT FUEL	265.52	
			125952	7/31/2024	PE7/31 LLMD DEPT FUEL	422.67	
			125956	7/31/2024	PE7/31 STREETS DEPT FUEL	1,161.85	
			125958	7/31/2024	PE7/31 WATER DEPT FUEL	1,762.82	
			125961	7/31/2024	PE7/31 PARKS DEPT FUEL	553.50	
			125976	7/31/2024	PE7/31 VEHICLE MAINT DEPT	396.06	
			125977	7/31/2024	PE7/31 SENIOR CNTR FUEL	346.29	
			125985	7/31/2024	PE7/31 CODE ENF DEPT FUE	706.52	
			125995	7/31/2024	PE7/31 SANITARY DEPT FUEL	1,525.84	
			125999	7/31/2024	PE7/31 BLDG MAINT DEPT FL	89.69	
			126000	7/31/2024	PE7/31 ADMIN DEPT FUEL	92.86	
			126023	7/31/2024	PE7/31 GRAFFITI DEPT FUEL	175.02	8,714.73
2240	8/21/2024	43862	BRENNTAG PACIFIC, INC BPI448105	7/29/2024	APPLIED CREDIT INV #BPI447	4,165.12	4,165.12
2241	8/21/2024	49858	CV PIPELINE CORP. S3498	7/19/2024	STORM DRAIN MAINT @ DIST	6,030.00	6,030.00
2242	8/21/2024	44036	DE LAGE LANDEN PUBLIC 82951385	8/12/2024	ACC #1338330, COLOR COPIE	216.41	216.41
2243	8/21/2024	43672	DESERT VALLEY SERVICES IN 642794	7/29/2024	GLOVES NV BLEND	533.42	
			642483	7/24/2024	HAND FOAM SOAP	722.21	1,255.63
2244	8/21/2024	53799	ENTERPRISE FM TRUST FBN5107194	8/3/2024	AUG2024 LEASE CHRGS (FOI	33,459.72	33,459.72
2245	8/21/2024	44713	FARMER BROTHERS CO. 95676020	8/5/2024	COFFEE	206.22	206.22
2246	8/21/2024	00207	GRAINGER INC 9191338608	7/23/2024	STRIPE OFF WHEEL	83.78	
			9198657588	7/30/2024	ELECTROLYTE DRINK MIX	257.72	341.50
2247	8/21/2024	00996	HOME DEPOT 3012685	7/22/2024	10FT PREMIUM FIR & RATCH	73.76	
			5013585	7/30/2024	24IN BOLT CUTTER	70.65	144.41
2248	8/21/2024	44957	INTERWEST CONSULTING GF538792	8/14/2024	JULY2024 PLAN REVIEW SVC	2,280.00	2,280.00
2249	8/21/2024	53552	QUENCH USA, INC. INV07778315	8/1/2024	AC D347648, AUG2024 RNTL,	39.47	
			INV07785973	8/1/2024	AC D347651, AUG2024 RNTL,	39.47	78.94

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2250	8/21/2024	55651	SEEK PERSONNEL STAFFING	001766	8/13/2024	WE 8/11: J. PEREZ CINTORA	1,646.80
				001747	8/1/2024	WE 7/28: MONROY+PEREZ C	2,428.80
				001756	8/5/2024	WE 8/4: J. PEREZ CINTORA	1,214.40
							5,290.00
2251	8/21/2024	54724	TELEMESSAGE, INC.	INV-205164	7/31/2024	JULY2024/25 MOBILE ARCHIV	12,676.80
2252	8/21/2024	55817	VESTIS SERVICES, LLC	JULY2024	7/31/2024	PE7/31, CUST #792282344/45,	5,548.18
				JULY2024 CC	7/31/2024	PE7/31, CUST #792567364, M,	942.30
				JULY2024 GRF1	7/31/2024	PE7/31, CUST #6136434, UNIF	60.10
				JULY2024 SAN	7/31/2024	PE7/31, CUST #792282347, U	1,429.57
							7,980.15
2253	8/21/2024	50629	VINTAGE ASSOCIATES, INC	233663	7/23/2024	CHRG FOR CHEMICALS	1,681.00
				233664	7/23/2024	RPLC'D 1' VALVES @ CIVIC C	350.00
				233712	7/30/2024	RPR'D WIRES @ GRPFRT BL	360.00
							2,391.00
2254	8/21/2024	54272	WILLDAN	002-32493	8/1/2024	JULY2024 BLDG AND SAFETY	18,937.50
2255	8/21/2024	00384	WILLDAN FINANCIAL SERVICE	010-59033	7/26/2024	FY24/25 LANDSCAPE & LIGHT	9,954.06
							9,954.06
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							208,361.72

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120388	8/21/2024	55968	ANGULO, ANGELINE	Scholarship	8/14/2024	2024 YOUTH FOOTBALL SCH	75.00
				Scholarship	8/14/2024	2024 YOUTH FOOTBALL SCH	75.00
120389	8/21/2024	53039	AT&T	520447	7/24/2024	7/13-19 LOCATION ACTIVATIC	300.00
120390	8/21/2024	55909	ATP GENERAL ENGINEERING 1		8/12/2024	PE7/31 ST REHAB @ BUENA V	1,515,250.00
120391	8/21/2024	53052	AVIR, INC.	9-904216-20	7/24/2024	T&M FOR DIGITAL SIGNAGE S	15,882.61
120392	8/21/2024	03650	BARBARA SINATRA CHILDREN	July 2024	8/2/2024	7/23+24 SVCS: LAW ENFORC	462.00
120393	8/21/2024	55953	CASTRO, AMANDA	Scholarship	7/31/2024	2024 YOUTH FOOTBALL SCH	75.00
120394	8/21/2024	02048	CDW GOVERNMENT, INC.	SK56059	7/19/2024	PAN TB FZ-55 I7-1370P 512/16	3,493.76
				AA1KJ3P	8/13/2024	VIEWSONIC TD2230 21.5IN TC	1,419.66
120395	8/21/2024	53220	COACHELLA ACE HARDWARE	7410/1	7/10/2024	KEY RING ID TAG, GORILLA M	28.94
				7574/1	8/12/2024	MOUNTING TAPE CLR	16.30
				7581/1	8/13/2024	BUCKET LID PLST WH 12", ET	28.35
				7495/1	7/25/2024	FLR SQUG RPLAC BLADE 24"	43.48
				7504/1	7/29/2024	CONCRETE MIX	69.52
				7505/1	7/29/2024	GARDEN SPRAYER 1GAL	22.82
				7516/1	7/31/2024	KEY BLANK MST PDLK, ETC	38.01
				7524/1	8/1/2024	CLN VINEGAR LEMON, ETC	20.64
				7475/1	7/23/2024	SKIMMER SOCK & GLOVE CL	79.31
				7483/1	7/24/2024	RAKE FLEX FIXED TINE 19", E	69.58
120396	8/21/2024	44959	COMPUTER CONSULTANTS, I	38659	8/17/2024	INSTLL'D CAT6 DATA CBL @ S	401.10
				38638	8/1/2024	SP2024-JN2025 RECOVERY E	5,100.00
120397	8/21/2024	54271	COUNTY OF RIVERSIDE OFFI	SOC2024-09	8/15/2024	10/24 RIV COUNTY STATE OF	500.00
120398	8/21/2024	09650	CVAG	CV25004-24	8/12/2024	FY 2024/25 MEMBERSHIP DU	32,910.00
120399	8/21/2024	01089	DESERT ELECTRIC SUPPLY	S3216635.001	7/9/2024	INT-MAT EK4536 PHOTOCON	72.81
				S3216635.002	7/16/2024	INT-MAT EK4536 PHOTOCON	218.41
				S3218839.001	7/16/2024	SYL LU100/ECO ED23-1/2 MO	125.00
120400	8/21/2024	53007	DESERT PROMOTIONAL &	99373	7/10/2024	POLOS+CARDIGAN+SHIRTS '	187.05
120401	8/21/2024	42442	DIRECTV	018084532X240	7/26/2024	7/25-8/24 BUSINESS ENT PAC	200.52
120402	8/21/2024	48977	EVERON	155772755	7/18/2024	TRIP CHRG @ 1515 6TH ST	75.00
120403	8/21/2024	25500	GRANITE CONSTRUCTION CC	2756326	7/18/2024	1/2" HMA70-10R20 D	322.39
120404	8/21/2024	20150	HYDRO AG SYSTEMS	26134	7/24/2024	SCH80 NIPPLE 1"X2"	38.82
120405	8/21/2024	20450	IMPERIAL IRRIGATION DISTRI	50387122-JL24	8/5/2024	AC50387122, 7/3-31, SEWER I	36,006.85
				50408460-JL24	8/5/2024	AC50408460, 6/27-7/29, WELL	20,118.45
120406	8/21/2024	45108	IMPERIAL SPRINKLER SUPPL	0016848628-002	7/24/2024	HUNTER I-40 ULTRA ROTOR :	820.05
				0016850094-001	7/24/2024	12 STA CONTROLLER INDOO	238.94

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120407	8/21/2024	55169	INDUSTRIAL HEALTH MEDICA00011581	8/11/2024	JULY2024 DRUG TEST & DOT	270.00	270.00
120408	8/21/2024	42444	JERNIGANS SPORTING GOO[Sta 7/31/2024	7/31/2024	JULY2024 EMPLOYEE WORK	4,790.96	4,790.96
120409	8/21/2024	53889	KEVC-TV 740737B-2	7/28/2024	7/1-2 AD SPOT: COPAAMERIC	250.00	250.00
120410	8/21/2024	01948	KIMBALL MIDWEST 102435167	7/23/2024	1/4-5/8 USS GR 8 CS ASST, U	5,407.15	5,407.15
120411	8/21/2024	47328	KONICA MINOLTA 45281687	7/31/2024	C550I, 1515 6TH ST, JULY 202	641.01	641.01
120412	8/21/2024	53890	KVER-TV 740737A-2	7/28/2024	7/5-14 AD SPOT: COPAAMER	3,560.00	3,560.00
120413	8/21/2024	51579	METLIFE- GROUP BENEFITS 0082130433	7/3/2024	AUG2024 AD&D/LIFE #001096	299.55	299.55
120414	8/21/2024	55951	MORALES, JOVANNA Scholarship	8/8/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120415	8/21/2024	47192	O'REILLY AUTO PARTS 2855-294911	7/18/2024	RECHARGE HOSE & 12OZ R-	32.60	
			2855-294962	7/18/2024	DOOR MOTOR	413.24	
			2855-298441	7/29/2024	BATTERY (13)	699.39	1,145.23
120416	8/21/2024	49099	OTIS ELEVATOR COMPANY 100401627947	7/15/2024	AG-JA2025 MAINT SVCS: COF	1,863.42	1,863.42
120417	8/21/2024	51847	PARTY TIME RENTALS 77	8/1/2024	DEPOSIT- 9/15 SLIDES+MECH	2,000.00	2,000.00
120418	8/21/2024	55952	PEREZ, EVA Scholarship	8/7/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120419	8/21/2024	55969	PEREZ, KAREN Scholarship	8/14/2024	2024 YOUTH FOOTBALL SCH	75.00	
			Scholarship	8/14/2024	2024 YOUTH CHEER SCHOLA	75.00	150.00
120420	8/21/2024	02028	PETE'S ROAD SERVICE, INC. 24-0770562-00	7/17/2024	FLAT REPAIR	79.05	
			24-0771795-00	7/24/2024	FLAT REPAIR	40.61	
			24-0771835-00	7/22/2024	FLAT REPAIR	40.61	
			24-0771846-00	7/24/2024	FLAT REPAIR	48.23	208.50
120421	8/21/2024	52596	PLANIT PRINT WORKS 933498	7/26/2024	PLANS- SEVILLA I AND II	70.16	70.16
120422	8/21/2024	42433	POOL & ELECTRICAL PRODU(0016837083-001	7/23/2024	GOLD-N-CLEAR CLARIFIER, E	759.91	759.91
120423	8/21/2024	52344	QUADIENT FINANCE USA, INCCD 7/12/24	7/12/2024	JUNE/JULY2024 POSTAGE BY	2,000.00	
			CD 8/12/24	8/12/2024	JULY2024 POSTAGE BY PHOI	1,075.47	3,075.47
120424	8/21/2024	55624	RIVERSIDE UNIVERSITY HEAIRSO Thermal 2C	8/2/2024	AC #2200009563, JULY2024 S	1,200.00	1,200.00
120425	8/21/2024	44161	ROBERT HALF 63938755	8/12/2024	WE 8/9: C. ROMERO	1,700.16	
			63951714	8/13/2024	WE 8/9: D. BARTOLINI	691.99	2,392.15
120426	8/21/2024	47658	RUIZVA L. PEST CONTROL 144	7/9/2024	JULY2024 SVCS @ FIRE STAT	95.00	
			145	8/13/2024	AUG2024 SVCS @ FIRE STAT	95.00	190.00
120427	8/21/2024	55272	SALAS, LAWRENCE Y. July2024	7/31/2024	JULY2024 CITIZENSHIP CLAS	725.00	725.00
120428	8/21/2024	55682	SALCIDO, SANDRA E. 5138	7/31/2024	JULY2024 ZUMBA CLASSES	585.00	585.00
120429	8/21/2024	55970	SANCHEZ, VICTOR Scholarship	8/13/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120430	8/21/2024	54666	SIGNATURE TRUCK TOPS 8566	7/23/2024	WESTERN MULE FOLD-A-WA	7,063.31	
			8567	7/23/2024	INSTLL'D MOUNTING KIT & B,	2,405.81	9,469.12

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120431	8/21/2024	55790	SILVERADO TOWING	3555	8/8/2024	8/8 TOWING- 52775 ADRIANA	150.00
				3556	8/13/2024	8/12 TOWING- 85821 AVE ALE	150.00
120432	8/21/2024	52341	SIMPLIFY COMPLIANCE LLC	19599072-R3	7/30/2024	2024/25 SBSCRPTN- SAFETY	1,895.00
120433	8/21/2024	55914	SPECTRUM REACH	720058493	7/28/2024	7/1-28 ONLINE VIDEO ADVER	500.00
				720058494	7/28/2024	7/1-28 STREAMING TV ADVEF	500.00
120434	8/21/2024	52125	TAG/AMS, INC.	2834726	8/13/2024	JULY2024 DRUG TESTING	90.00
120435	8/21/2024	51093	T-MOBILE USA, INC.	9575543035	8/2/2024	7/24-8/22 GPS LOCATE	115.00
120436	8/21/2024	38250	TOPS N BARRICADES	1108034	7/16/2024	TRAFFIC BEACON SOLAR/LE	3,371.25
				1108078	7/17/2024	BUTYL PADS 8"	374.10
120437	8/21/2024	39640	VALLEY LOCK & SAFE	188345	7/11/2024	RPR'D DOOR CLOSER, ETC (767.32
120438	8/21/2024	55816	VERIZON CONNECT FLEET U	604000062098	8/1/2024	JULY2024 VEHICLE TRACKIN	1,268.75
120439	8/21/2024	44966	VERIZON WIRELESS	9970374738	8/1/2024	AC371867190-00001, 7/2-8/1	6,546.25
				9970374739	8/1/2024	AC371867190-00002, 7/2-8/1	372.91
120440	8/21/2024	44775	VISTA PAINT CORPORATION	2024-573499-00	8/8/2024	MON 9800 CITRUS CLEANER	735.76
				2024-578692-00	8/13/2024	COVERALL EXT FLAT DEEP E	662.16
				2024-579590-00	8/13/2024	COVERALL EXT FLAT DEEP E	405.14
120441	8/21/2024	01732	WAXIE SANITARY SUPPLY	82625929	7/26/2024	WAXIE SELECT NO-TOUCH P	105.77
120442	8/21/2024	48971	XPRESS GRAPHICS & PRINTI	124-63395	7/1/2024	P7 & MESQUITE MAILERS	125.94
Sub total for WELLS FARGO BANK:							1,692,198.35

75 checks in this report.

Grand Total All Checks: 1,900,560.07

Date: August 21, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2256	7/11/2024	48066 US BANK	Sta 6/25/24	6/25/2024	ACC XXXX-XXXX-XXXX-0925,	25,686.47	25,686.47
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							25,686.47

1 checks in this report.

Grand Total All Checks: 25,686.47

Date: July 11, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2257	9/4/2024	54859	AMAZON CAPITAL SERVICES, 1VWJ-3DQ6-JD	6/23/2024	BEHRINGER S32 32-CHANNE	1,492.56	
			17LW-9NVQ-3V	12/14/2023	VIEWSONIC 27IN GAMING MC	914.92	
			1MK7-M7GC-RL	4/8/2024	VIEWSONIC 22IN MULTI IR TC	575.46	
			19XV-6TQM-6D	2/8/2024	SEAGATE BARRACUDA 2TB II	70.24	
			17XN-9HR1-Q1F	1/11/2024	AUDIO HEADPHONE GOLD P	19.79	3,072.97
2258	9/4/2024	01856	CARROT-TOP INDUSTRIES ININV131373	6/24/2024	5X8' NYLON DIGITAL BEACON	1,302.22	1,302.22
2259	9/4/2024	43672	DESERT VALLEY SERVICES IN639758	6/18/2024	S/O TOWEL KITCHEN	52.08	52.08
2260	9/4/2024	54791	HYDROPRO SOLUTIONS, INC 0002895-IN	6/27/2024	3/4" BL 4G BB CF-UTG, ETC	35,617.06	
			0002814-IN	5/30/2024	10" OCTAVE W/ NO MODULE,	34,343.56	69,960.62
T FOR WELLS FARGO BANK -SEPARATE CHECK:							74,387.89

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120443	9/4/2024	46445	CALIFORNIA BUILDING STAN	JL2020-JN2024 8/26/2024	JULY2020-JUNE2024, SB1473	11,861.86	11,861.86
120444	9/4/2024	55683	DUDEK	202405490 7/18/2024	PE6/30 TYLER ST SEWER CA	9,720.00	9,720.00
120445	9/4/2024	14700	E. S. BABCOCK & SONS, INC.	CG41075-0076V 7/30/2024	MAY-JUNE2024 LAB SAMPLES	3,116.39	3,116.39
120446	9/4/2024	01864	HAAKER EQUIPMENT COMPAC	1AD9P 5/28/2024	HIGBEE 6" X 78"	1,095.79	1,095.79
120447	9/4/2024	44020	HIDDEN HARVEST	HH2024001 6/22/2024	2024 LUNCHEON SPONSORS	1,500.00	1,500.00
120448	9/4/2024	45108	IMPERIAL SPRINKLER SUPPL	'0015821598-001 5/28/2024	CORONA PUSH BROOM 24", :	313.90	313.90
120449	9/4/2024	24600	LOPES HARDWARE	707 5/30/2024	ZIP TIES, TOILET PLUNGER, :	330.02	330.02
120450	9/4/2024	43837	TERRA NOVA PLANNING & RETN	022209 6/1/2024	PE5/31 AIRPORT BUSINESS F	2,193.75	
			TN022210	6/30/2024	PE6/30 AIRPORT BUSINESS F	1,635.60	3,829.35
120451	9/4/2024	48152	TKE ENGINEERING, INC.	2024-728 7/26/2024	PE5/31 PLNCK, BAGDOUMA F	520.00	
			2024-882	7/23/2024	PE6/30 PLNCK, ARMTEC MAS	300.00	820.00
Sub total for WELLS FARGO BANK:							32,587.31

13 checks in this report.

Grand Total All Checks: 106,975.20

Date: September 4, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2261	9/4/2024	45929	BECK OIL, INC.	128247	8/15/2024	PE8/15 ENG DEPT FUEL	81.39	
				128249	8/15/2024	PE8/15 LLMD DEPT FUEL	652.53	
				128253	8/15/2024	PE8/15 STREETS DEPT FUEL	732.12	
				128255	8/15/2024	PE8/15 WATER DEPT FUEL	1,697.27	
				128258	8/15/2024	PE8/15 PARKS DEPT FUEL	381.93	
				128270	8/15/2024	PE8/15 VEHICLE MAINT DEPT	457.96	
				128271	8/15/2024	PE8/15 SENIOR CNTR FUEL	224.78	
				128279	8/15/2024	PE8/15 CODE ENF DEPT FUE	757.20	
				128289	8/15/2024	PE8/15 SANITARY DEPT FUEL	1,125.31	
				128294	8/15/2024	PE8/15 BLDG MAINT DEPT FU	174.58	
				128295	8/15/2024	PE8/15 ADMIN DEPT FUEL	63.84	
				128322	8/15/2024	PE8/15 GRAFFITI DEPT FUEL	310.63	6,659.54
				2262	9/4/2024	02320	CALPERS	10000001764721
10000001764721	8/14/2024	#6373819375, SEPT2024 HEA	14,266.50					146,491.42
2263	9/4/2024	00749	COUNTY OF RIVERSIDE	SH0000046438	8/20/2024	7/1-24 LAW ENFORCEMENT S	10,788.21	
				SH0000046437	8/20/2024	7/1-24 LAW ENFORCEMENT S	630,220.16	641,008.37
2264	9/4/2024	44036	DE LAGE LANDEN PUBLIC	588209812	8/22/2024	ACC #4209609, COLOR COPIE	450.24	450.24
2265	9/4/2024	55908	GALLAGHER BENEFIT SERVI	2024035035	8/13/2024	UTILITY OPERATIONS COMPI	12,220.00	12,220.00
2266	9/4/2024	00207	GRAINGER INC	9200546209	7/31/2024	ASSORTED SPORTS DRINK M	453.82	
				9201271203	7/31/2024	ELECTROLYTE FREEZER PO	66.19	
				9201859833	8/1/2024	CHEMICAL METERING PUMP	3,238.80	
				9202758042	8/2/2024	TUBING 1/4IN	304.56	
				9203566816	8/2/2024	SHRINK TUBING 9IN, LEATHE	618.88	4,682.25
2267	9/4/2024	00996	HOME DEPOT	0013066	7/25/2024	BATTERY LEAD ACID 12V 7.0	84.76	
				1012895	7/24/2024	EB GALV STEEL TENSION BA	49.22	
				2012783	7/23/2024	EB GALV STEEL TENSION BA	30.31	164.29
2268	9/4/2024	54791	HYDROPRO SOLUTIONS, INC	0002904-IN	7/1/2024	2" FLG MS 4G CF (4)	3,170.37	3,170.37
2269	9/4/2024	42525	MUSCO SPORTS LIGHTING, L	428564	8/8/2024	BAGDOUMA PARK SOCCER L	157,143.75	157,143.75
2270	9/4/2024	09800	PERMA	INV308	8/23/2024	2024-25 SUPPLEMENTAL COM	1,149.00	1,149.00
2271	9/4/2024	49479	POLYDYNE INC.	1848404	7/10/2024	CLARIFLOC WE-1238	4,400.95	4,400.95
2272	9/4/2024	55651	SEEK PERSONNEL STAFFING	001757	8/5/2024	WE 8/4: I. HERNANDEZ	1,646.80	
				001767	8/13/2024	WE 8/11: I. HERNANDEZ	1,619.20	3,266.00
2273	9/4/2024	52471	SPICER CONSULTING GROUF	1692	9/1/2024	FY24/25 ADMIN FOR SPECIAL	7,920.68	7,920.68

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2274	9/4/2024	48436	UNIVAR SOLUTIONS USA INC.52297430	7/31/2024	SODIUM HYPOCHLORITE	832.05	
			52297431	7/31/2024	SODIUM HYPOCHLORITE	891.48	1,723.53
2275	9/4/2024	55817	VESTIS SERVICES, LLC 26535806	7/25/2024	NIKE DRI-FIT W/ EMBROIDER	32.60	32.60
2276	9/4/2024	50629	VINTAGE ASSOCIATES, INC 233736	7/31/2024	RPLC'D IRRGTN CNTLR W/ R	3,800.00	
			233917	8/15/2024	RPR'D IRRGTN MAIN LINE @	2,450.00	6,250.00
2277	9/4/2024	51697	WESTERN WATER WORKS SI1408936-02	7/30/2024	CPLG QJ 110 COMP CTS	616.39	
			1409650-00	7/30/2024	INSERT PJ CTS LONG, ETC	1,051.62	1,668.01
2278	9/4/2024	53596	XTREME HEATING AND AIR 2593	7/13/2024	SVC'D A/C UNITS @ FIRE STA	945.00	
			2594	7/15/2024	SVC'D ICE MACHINE @ CORF	110.00	
			2595	7/16/2024	SVC'D A/C UNITS @ RLF SNA	220.00	
			2596	7/16/2024	SVC'D DUCTLESS MINI SPLIT	110.00	
			2598	7/19/2024	RPR'S TO VARIOUS UNITS @	856.50	2,241.50
T FOR WELLS FARGO BANK -SEPARATE CHECK:							1,000,642.50

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120452	9/4/2024	46835	AIR AND HOSE SOURCE, INC. 572250	8/19/2024	O-RING	7.61	7.61
120453	9/4/2024	49813	ALARCON, ALEXANDER Trvl Exp 7/14-18	8/21/2024	TRVL EXP 7/14-18, IMSA FORI	92.00	92.00
120454	9/4/2024	44502	ALDCO AIR CONDITIONING & 19805	7/23/2024	SVC'D/RPR'D A/C UNIT @ LIF	600.00	
			19821	7/25/2024	TRBLSHT/SVC'D A/C UNITS @	900.00	1,500.00
120455	9/4/2024	54517	BLACK KNIGHT TECHNOLOGI 10335875	8/15/2024	JULY2024 SITXPRO SBSCRPT	302.74	302.74
120456	9/4/2024	55974	BOB MURRAY & ASSOCIATES 10744	8/15/2024	FINANCE DIRECTOR RECRUI	3,200.00	3,200.00
120457	9/4/2024	01819	BOB WILLIAMS NURSERY, INC K94421/1	8/6/2024	CARISSA SPECIES 1GAL, ETC	159.08	159.08
120458	9/4/2024	50977	BRISAS AIR CONDITIONING IN-119862-4	8/12/2024	INSTLL'D 15-TON HEAT PUMF	43,375.00	43,375.00
120459	9/4/2024	44494	BURRTEC WASTE & RECYCLIBD 7/1/24	7/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
120460	9/4/2024	43634	CACEO 200030193	7/15/2024	REG 11/12-14, CACEO CONF:	520.00	
			200030842	8/20/2024	REG 11/12-14, CACEO CONF:	520.00	
			200030845	8/20/2024	REG 11/12-14, CACEO CONF:	520.00	1,560.00
120461	9/4/2024	07950	CITY OF COACHELLA July 2024	7/31/2024	JULY2024 WATER- ST, PARKS	69,366.94	
			July 2024-LLD's	7/31/2024	JULY2024 WATER- LLD'S	27,355.62	96,722.56
120462	9/4/2024	53220	COACHELLA ACE HARDWARE 7541/1	8/6/2024	WASP & HORNET KILLER	26.07	
			7584/1	8/13/2024	FLYING INSECT KILLER	21.73	
			7535/1	8/5/2024	HAMMER SLEDGE, ETC	85.89	
			7435/1	7/15/2024	NIPPLE & COUPLING BLK	5.41	
			7473/1	7/23/2024	INSTANT RED THERMOMETE	23.34	
			7494/1	7/25/2024	TIE DWN RTCH ORG 14"	28.26	
			7507/1	7/30/2024	PADLOCK COMBINATION 2"	20.65	
			7510/1	7/30/2024	MARK PAINT IC SB FLR GRN	44.22	
			7512/1	7/30/2024	SCREWDRIVER SET PH/SL	31.52	
			7513/1	7/31/2024	MISC FASTENERS	2.49	
			7518/1	7/31/2024	BALL VALVE BRS FIP 1", ETC	64.39	
			7522/1	8/1/2024	GRIND POINT, BOLT U, BRUS	99.25	
			7523/1	8/1/2024	THREADLOCKER BLUE, ETC	33.14	486.36
120463	9/4/2024	08970	COACHELLA VALLEY BOXING 0724	7/1/2024	JULY2024 BOXING CLUB SER	2,500.00	
			0824	8/1/2024	AUG2024 BOXING CLUB SER	2,500.00	5,000.00
120464	9/4/2024	00214	CORONET CONCRETE PROD 1189976	7/25/2024	6.0 SACK EQ 60/40 FA	557.76	
			1189997	7/23/2024	6.0 SACK EQ 60/40 FA	339.62	
			1190047	7/24/2024	6.0 SACK EQ 60/40 FA	662.44	1,559.82
120465	9/4/2024	11800	COUNTY OF RIVERSIDE AN0000002981	8/21/2024	JULY2024 ANL SHLTR+FIELD-	61,348.58	61,348.58
120466	9/4/2024	09950	CVWD July 2024	8/1/2024	CN 332543, JULY2024 WELL F	19,231.04	19,231.04
120467	9/4/2024	49859	DEAZTLAN CONSULTING, LLC 2024-24	8/1/2024	TEXT TO SUBSCRIBE CAMPA	8,316.66	8,316.66

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120468	9/4/2024	42761	DEPT OF ENVIRONMENTAL H IN1010217	8/1/2024	ID #FA0016778, 8/1/24-25, BGI	997.00	
			IN1010787	8/1/2024	ID #FA0025320, 8/1/24-25, 871	997.00	1,994.00
120469	9/4/2024	54461	DESERT GROWERS NURSER 3031	8/5/2024	TEXAS RANGER, MEXICAN B	391.50	
			3032	8/5/2024	MEXICAN BIRD & TACOMA YE	391.50	
			3037	8/7/2024	MEXICAN BIRD, PURPLE LAN	783.00	1,566.00
120470	9/4/2024	53007	DESERT PROMOTIONAL & 99883	8/16/2024	POLOS W/ EMBROIDERY	719.97	719.97
120471	9/4/2024	55841	DESERT VALLEY POWER SYS2854	7/30/2024	TRBLSHT/RPR'D FUEL TANK	7,405.50	7,405.50
120472	9/4/2024	13700	DEWEY PEST CONTROL INC. 16814577	8/1/2024	AC1281215, AUG2024, SIERR.	301.00	
			16814578	8/1/2024	AC1281218, AUG2024, 51251	900.00	
			16849513	8/1/2024	AC103361, AUG2024, 1540 7T	80.00	
			16854200	8/1/2024	AC1434611, AUG2024, DIST 3:	60.00	
			16854204	8/1/2024	AC1450610, AUG2024, DE OR	160.00	
			16861634	8/1/2024	AC2012540, AUG2024, 51301	1,200.00	
			16861635	8/1/2024	AC2012536, AUG2024, 48400	1,200.00	3,901.00
120473	9/4/2024	50593	EAN SERVICES, LLC	7/31/2024	7/14-18 RNTL, #567114707: A.	259.96	259.96
120474	9/4/2024	48977	EVERON	7/23/2024	TRIP CHR @ WELL #12	75.00	
			155814918	7/23/2024	TRIP CHR @ 1515 6TH ST	75.00	150.00
120475	9/4/2024	55971	FAMILY YMCA OF THE DESER08162024HS	8/16/2024	37TH ANNUAL HOEDOWN AT	1,000.00	1,000.00
120476	9/4/2024	15750	FEDEX	8/2/2024	JULY2024 FEDEX SVCS	86.50	86.50
120477	9/4/2024	15900	FIESTA FORD, INC.	7/12/2024	GLASS	373.25	373.25
120478	9/4/2024	51494	GARDA CL WEST, INC.	7/31/2024	JULY2024 EXCESS ITEMS/EX	562.18	
			20612292	7/31/2024	JULY2024 EXCESS COIN BAG	18.86	581.04
120479	9/4/2024	20450	IMPERIAL IRRIGATION DISTRIMdJL-MdAG	8/14/2024	MID JULY-MID AUGUST 2024	70,787.67	70,787.67
120480	9/4/2024	45108	IMPERIAL SPRINKLER SUPPL'0016825789-001	7/23/2024	YELLOW CAUTION TAPE, PIP	369.38	
			0016839915-001	7/23/2024	UNDERHILL POWERGULP 18'	531.98	
			0016921254-001	7/30/2024	SUPER THRIVE VITAMIN SUP	94.40	
			0016964738-001	7/31/2024	RB PE-PLASTIC VALVE, IPS P	266.36	
			0016965555-001	7/31/2024	UNDERHILL POWERGULP 18'	320.62	
			0016975515-001	7/31/2024	NDS JUMBO VALVE BOX, ETC	123.08	
			0016976620-001	7/31/2024	SIMPLOT BEST EVERGREEN	43.68	
			0016976714-001	7/31/2024	UNIQUE SNAP IN PHOTO CEI	107.17	
			0017200995-001	8/14/2024	CHRISTY SOD KNIFE, ETC	63.07	1,919.74
120481	9/4/2024	53801	INFOSEND, INC.	7/31/2024	JULY2024 UTILITY BILLING SV	3,136.73	3,136.73
120482	9/4/2024	51600	IRC, INC.	8/1/2024	JULY2024 PRE-EMPLOYMEN	1,071.25	1,071.25
120483	9/4/2024	50159	IWORQ SYSTEMS	8/1/2024	SP2023-AG2024 INTERNET SI	9,983.00	9,983.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120484	9/4/2024	45051	LAMAR OF PALM SPRINGS	116207226	8/5/2024	8/5-9/1 ROTARY POSTER ADV	600.00	
				116207229	8/5/2024	8/5-9/1 POSTER ADVERTISING	1,273.00	
				116211234	8/7/2024	8/7-24 POSTER ADVERTISING	500.00	2,373.00
120485	9/4/2024	45257	LIEBERT CASSIDY WHITMORI	273211	7/31/2024	PE7/31: #CO015-00010	4,399.50	4,399.50
120486	9/4/2024	54362	LINDE GAS & EQUIPMENT INC	44132218	7/22/2024	IND HIGH PRESSURE<100CF	40.43	40.43
120487	9/4/2024	24600	LOPES HARDWARE	782	7/25/2024	GLOVES, U-BOLTS, TAPE, BU	470.64	
				799	7/25/2024	HAMMER, SQUARE BITS, BIT	220.27	690.91
120488	9/4/2024	53830	LOPEZ, YOLANDA M.	Edu Reimb	8/22/2024	FY24/25 EDUCATION REIMBU	1,500.00	1,500.00
120489	9/4/2024	49857	MANPOWER US INC.	38845391	7/28/2024	WE 7/28: DURAN+VARGAS	2,698.00	
				38860712	8/4/2024	WE 8/4: DURAN+VARGAS	2,762.88	
				38874361	8/11/2024	WE 8/11: DURAN+VARGAS	2,994.61	8,455.49
120490	9/4/2024	55038	MEDINA ZENDEJAS COMMUN	1906	8/15/2024	ADA RAMPS AT SIDEWALK @	12,000.00	12,000.00
120491	9/4/2024	25900	MEREDITH & SIMPSON CONS	240750	7/29/2024	TESTED BOOSTER PUMP MC	143.75	143.75
120492	9/4/2024	51579	METLIFE- GROUP BENEFITS	0082460926	8/1/2024	SEPT2024 AD&D/LIFE #00109	211.10	211.10
120493	9/4/2024	55377	MOTION INDUSTRIES, INC.	CA08-00041773	7/16/2024	OIL SEALS	274.42	
				CA08-00041837	7/22/2024	HYD PUMPS & MOTORS	296.33	570.75
120494	9/4/2024	47192	O'REILLY AUTO PARTS	2855-296922	7/24/2024	HARNES	36.96	
				2855-298349	7/29/2024	STR WHL CVR	32.61	69.57
120495	9/4/2024	50595	PACIFIC LIGHTWAVE INC	78833	8/26/2024	SEPT2024 INTERNET SVCS	799.00	799.00
120496	9/4/2024	02028	PETE'S ROAD SERVICE, INC.	24-0773037-00	7/26/2024	FLAT REPAIR	38.44	38.44
120497	9/4/2024	52596	PLANIT PRINT WORKS	933985	8/16/2024	BOOKS- ADU DESIGNS	92.67	
				934096	8/21/2024	ADDED PGS- ADU DESIGN B	10.78	103.45
120498	9/4/2024	42759	PROPER SOLUTIONS, INC.	16256	8/16/2024	WE 8/16: J. BELTRAN	1,581.56	
				16257	8/16/2024	WE 8/16: BECERRA+LOREDC	3,071.20	
				16232	8/9/2024	WE 8/9: J. BELTRAN	374.58	
				16233	8/9/2024	WE 8/9: BECERRA+LOREDO	3,071.20	8,098.54
120499	9/4/2024	52346	RC WELDING & FABRICATION	1458	7/30/2024	RPR'D SEWER VACUUM TRU	4,850.00	4,850.00
120500	9/4/2024	44161	ROBERT HALF	63978699	8/20/2024	WE 8/16: D. BARTOLINI	1,766.40	
				63992011	8/26/2024	WE 8/23: D. BARTOLINI	1,324.80	3,091.20
120501	9/4/2024	52991	S & D CAR WASH MANAGEM	EARB197375	7/31/2024	JULY2024 CAR WASH SERVIC	608.13	608.13
120502	9/4/2024	55972	SERVPRO	5275604	8/6/2024	ASBESTOS ABATEMENT @ 1:	5,272.68	5,272.68
120503	9/4/2024	47319	SPARKLETTS	9467308 072424	7/24/2024	JULY2024 WATER @ SANITAF	216.00	216.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120504	9/4/2024	55590	STANDARD INSURANCE COM	Aug2024	8/15/2024	AUG2024 VISION PREMIUM #	1,552.85
				Aug2024	8/15/2024	AUG2024 DENTAL HMO PREM	1,259.32
				Aug2024	8/15/2024	AUG2024 DENTAL PPO PREM	4,971.91
				Aug2024	8/15/2024	AUG2024 COBRA PREMIUM #	34.60
							7,818.68
120505	9/4/2024	55973	SULLIVAN, WORKMAN & DEE, Settlement		8/26/2024	SETTLEMENT- APN 763-020-C	3,000,000.00
120506	9/4/2024	54550	TBU INC.	50236	7/22/2024	WATER VALVE REPLACEMEN	14,497.46
				50279	7/24/2024	EXCAVATE/LOCATE WTR VAL	2,405.65
				Refund	8/20/2024	DEPOSIT REFUND- JULY2024	300.00
				Refund	8/21/2024	DEPOSIT REFUND- 7/25+8/19	300.00
							600.00
120507	9/4/2024	55168	TODEC LEGAL CENTER	1108346	7/31/2024	PAINT WHITE RDRY WP TP 5	3,731.21
				1108351	7/31/2024	REFLECTIVE GLASS BEADS,	816.71
							4,547.92
120509	9/4/2024	44978	TRI-STATE MATERIALS, INC.	112979	7/17/2024	BRIMSTONE DG BLENDED	3,420.32
120510	9/4/2024	38800	UNDERGROUND SERVICE AL	24-250130	8/1/2024	CA STATE FEE FOR REGULA	44.90
				720240117	8/1/2024	JULY2024- 64 NEW TICKETS+	128.40
							173.30
120511	9/4/2024	44203	WEST COAST SAND & GRAVE	751724	7/30/2024	WASHED CONCRETE SAND	553.54
120512	9/4/2024	54433	WEX ENTERPRISE EXXONMC	99138467	8/23/2024	ACC 0496-00-726338-7, 7/24-8	2,614.11
							2,614.11
Sub total for WELLS FARGO BANK:							3,438,025.36

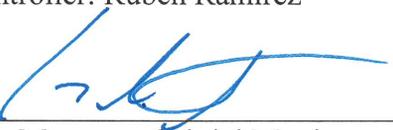
79 checks in this report.

Grand Total All Checks: 4,438,667.86

Date: September 4, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

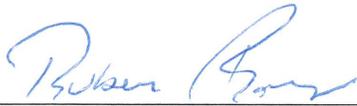
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120513	9/4/2024	55975 AYALA, MARIA	Ref000245615	8/29/2024	UB Refund Cst #00050238	176.49	176.49
120514	9/4/2024	55977 JACKSON, JESSIE	Ref000245619	8/29/2024	UB Refund Cst #00058364	20.76	20.76
120515	9/4/2024	55964 PULTE GROUP CO, LLC	Ref000245617	8/29/2024	UB Refund Cst #00057824	19.72	19.72
120516	9/4/2024	55965 PULTE GROUP CO, LLC	Ref000245618	8/29/2024	UB Refund Cst #00057827	21.45	21.45
120517	9/4/2024	55976 SILVA, JUAN	Ref000245616	8/29/2024	UB Refund Cst #00054532	23.22	23.22
Sub total for WELLS FARGO BANK:							261.64

5 checks in this report.

Grand Total All Checks: 261.64

Date: September 4, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – June 30, 2024

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for June 30, 2024.

EXECUTIVE SUMMARY:

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

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

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

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

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

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None; this report is received and filed only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 6/30/2024
CASH ON HAND							
Wells Fargo-General Checking	N/A	6,762,714.28	80,331.72	-	-	-	6,843,046.00
Sweep Account	4.966%	7,763,668.22	819,896.78				8,583,565.00
Wells Fargo-Road Maintenance	N/A	952,624.49	99,206.60		-	-	1,051,831.09
Wells Fargo-Gas Tax	N/A	943,861.66	(320,486.50)	-	-	-	623,375.16
Wells Fargo- Payroll Acct	N/A	(16,488.79)	2,533.00				(13,955.79)
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00
Total Cash on Hand		16,413,379.86	681,481.60	-	-	-	17,094,861.46
INVESTMENTS							
State of California - LAIF	2.17%	18,911,988.11	-	-	-	-	18,911,988.11
Investment Management Acct	1.47%	34,601,803.12		176,402.54	-	-	34,778,205.66
Total Investments		53,513,791.23	-	176,402.54	-	-	53,690,193.77
CASH WITH FISCAL AGENT							
US Bank	varies	4,644,853.72	-	2,091.72	(463,665.63)	-	4,183,279.81 ①
Wells Fargo Bank, N.A.	5.83%	274,700.48	-	587.72	(274,700.00)	-	588.20 ②
Wilmington Trust, N. A.	0.03%	4,698,300.38	832,577.39	7,871.31	-	-	5,538,749.08 ③
Total Cash with Fiscal Agent		9,617,854.58	832,577.39	10,550.75	(738,365.63)	-	9,722,617.09
Grand Total		79,545,025.67	1,514,058.99	186,953.29	(738,365.63)	-	80,507,672.32

Completed By:

Lourdes Marrón-Accountant

Reviewed By:

Ruben Ramirez- Controller

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 6/30/2024
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CASH WITH FISCAL AGENT

US BANK

COACHELLA FINANCING AUTHORITY

Successor Agency to the Coachella Redevelopments Agency 2014 Series

A/C #: 6712104701 Debt Service Fund	0.00%	286.00	-	1.26	-	-	287.26
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50

COACHELLA SANITARY DISTRICT

WASTEWATER SERIES 2015A

A/C #: 6712148601 Bond Fund	0.00%	1,398.65	-	6.15	-	-	1,404.80
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00

COACHELLA SANITARY DISTRICT: PROJECT FUND 2011

A/C #: 6711963500 Project Fund 2011	0.0100%	27,405.70		120.49	-	-	27,526.19
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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 6/30/2024
COACHELLA SUCCESSOR AGENCY							
<u>MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013</u>							
A/C #: 6712071401 Interest Account	0.00%	78.71	-	0.35	-	-	79.06
A/C #: 6712071402 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712071403 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
<u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B</u>							
A/C #: 6712160601 Debt Service	0.00%	1,367.89	-	6.01	-	-	1,373.90
A/C #: 6712160602 Interest Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712160603 Principal Account	0.00%	0.00	-	-	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46
<u>COACHELLA LEASE BONDS 2016</u>							
A/C #: 6712179801 Payment Account	0.0000%	464,047.05	(463,665.63)	1,957.46	-	-	2,338.88
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	148,665.63	-	(148,665.63)	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	315,000.00	-	(315,000.00)	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,644,853.72	-	2,091.72	(463,665.63)	-	4,183,279.81 ①
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	0.0000%	0.48	-	0.18	-	-	0.66
A/C #: 83925301 Interest Account	0.0000%	79,700.00	-	170.47	(79,700.00)	-	170.47
A/C #: 83925302 Principal Account	0.0000%	195,000.00	-	417.07	(195,000.00)	-	417.07
TOTAL WELLS FARGO BANK, N.A.		274,700.48	-	587.72	(274,700.00)	-	588.20 ②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2024
 Fiscal Year 2023-2024

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 6/30/2024
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-000 Revenue Account	0.03%	376.80	(375.25)	2,375.74	-	-	2,377.29
A/C #: 144613-001 Interest Account	0.03%	129.74	184,565.03	101.00	-	-	184,795.77
A/C #: 144613-002 Principal Account	0.00%	430.64	1,064,569.36	582.72	-	-	1,065,582.72
CITY OF COACHELLA 2022A BOND FUND							
A/C #: 154278-000 Bond Fund	1.76%	19,358.20	4,857.36	96.44	-	-	24,312.00
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,162,975.73	(4,857.36)	4,707.01	-	-	1,162,825.38
CITY OF COACHELLA 2022B BOND FUND							
A/C #: 155657-000 Bond Fund	1.76%	2,041.12	-	8.40	-	-	2,049.52
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
CITY OF COACHELLA BOFA 2023 ESCROW							
A/C #: 166682-000 Bond Fund		3,512,988.15	(416,181.75)	-	-	-	3,096,806.40
TOTAL WILMINGTON TRUST BANK, N.A.		4,698,300.38	832,577.39	7,871.31	-	-	5,538,749.08
TOTAL CASH WITH FISCAL AGENT		9,617,854.58	832,577.39	10,550.75	(738,365.63)	-	9,722,617.09

③

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	463.76	553,222.50	524,995.31
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	1,253.39	1,456,258.72	1,418,906.25
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	289.07	457,622.60	433,693.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	147.42	343,952.96	328,835.92
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	172.69	407,155.19	385,207.79
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	66.70	208,144.56	196,973.45
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	1.94	188,572.13	177,650.00
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	3.56	349,355.69	327,250.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	250.55	153,862.94	149,075.01
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	2,795.19	263,619.35	246,234.38
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	422.80	268,201.93	251,564.08
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	743.82	471,833.05	442,566.43
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	2,067.03	1,290,559.10	1,229,868.81
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	518.07	308,555.81	288,590.63

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,052.85	623,324.39	586,490.62
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	184.22	289,756.62	268,929.70
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	206.46	311,942.42	301,386.74
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026		91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	659.84	288,075.02	276,093.75
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	2,498.18	290,655.73	278,083.58
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	7,833.28	893,182.57	871,956.98
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	935.05	1,039,537.63	991,889.12
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	8,891.83	1,015,553.69	981,093.75
US TREASURY NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	5,184.43	497,841.29	494,375.00
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	2,362.91	343,218.20	336,175.00
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,019.29	1,085,766.29	1,062,153.13
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028		91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	3,539.01	1,017,649.85	991,928.13
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028		91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	4,464.89	489,620.45	476,218.75
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028		91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	1,806.69	530,665.00	512,019.56

Managed Account Detail of Securities Held

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

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	2,476.63	418,504.20	406,218.75
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	2,712.50	460,652.40	444,906.25
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	1,627.29	528,345.34	514,928.13
US TREASURY NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	5.98	54,271.49	54,157.81
US TREASURY N/B NOTES DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	1,943.85	514,387.84	513,506.25
Security Type Sub-Total		17,960,000.00					17,016,363.08	2.66	58,601.17	17,413,866.95	16,763,922.81
Municipal Bond / Note											
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	196,856.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	97.64	135,000.00	132,471.45
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	251.60	40,059.02	38,397.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	691.90	110,000.00	105,592.30
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	209.40	40,000.00	37,634.00
Security Type Sub-Total		525,000.00					525,282.80	0.78	1,438.87	525,059.02	510,950.95
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	107,302.32	AA+	Aaa	03/19/20	03/25/20	112,617.13	1.95	273.80	107,777.30	105,994.71

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security												
FHMS K061 A2	DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	236,839.64	AA+	Aaa	05/19/23	05/24/23	229,549.41	4.31	660.59	231,892.49	228,289.79
FHMS K064 A2	DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	344,610.81	344,724.52
FHLMC MULTIFAMILY STRUCTURED P	DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	196,102.65	196,029.66
FHLMC MULTIFAMILY STRUCTURED P	DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	303,974.80	304,549.22
FHMS K507 A1	DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	316,911.40	AA+	Aaa	09/20/23	09/28/23	311,938.11	5.19	1,267.65	312,695.55	315,823.85
FHMS K506 A1	DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,739.79	AA+	Aaa	09/07/23	09/14/23	166,216.29	5.01	653.87	166,610.17	167,549.84
FHMS KJ46 A1	DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	273,306.63	AA+	Aaa	07/19/23	07/27/23	273,299.77	4.78	1,087.99	273,301.09	272,214.28
FHMS K505 A2	DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,612.58	324,032.28
FNA 2023-M6 A2	DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	340,244.77	335,536.11
FHMS KJ47 A1	DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	187,793.03	AA+	Aaa	09/19/23	09/28/23	187,792.08	5.27	825.04	187,792.22	189,962.85
FHMS K506 A2	DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,710.72	336,987.29
FHMS K508 A2	DTD 10/01/2023 4.740% 08/01/2028	3137HAO74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.26	1,362.75	338,426.45	342,964.05
FHMS K509 A2	DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	252,728.58	259,493.46
FHMS K507 A2	DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,549.17	333,793.03

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

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,653.61	135,808.18
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,511.89	189,684.02
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.78	729.17	176,474.04	175,651.74
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,783.65	193,760.63
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,804.09	192,594.33
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,625.47	250,043.99
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.66	1,361.06	313,634.53	310,770.80
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.78	1,530.00	348,557.24	346,711.56
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.78	1,551.82	349,597.05	347,883.49
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,766.94	197,569.29
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	339,998.99	339,517.42
Security Type Sub-Total		6,780,892.81					6,730,840.51	4.84	26,029.72	6,743,436.85	6,737,940.39
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	213.89	199,843.91	192,815.00
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	311.46	259,913.38	250,654.56

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	431.25	360,305.13	347,060.16
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	137.50	199,890.52	192,027.60
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	34.03	175,039.11	167,396.25
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	43.75	225,215.85	215,223.75
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	59.30	304,878.51	291,747.75
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	308.33	184,805.54	175,958.50
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	255.94	194,789.86	184,682.75
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	551.25	419,460.22	397,778.22
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	13,837.50	999,845.34	987,191.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	290.94	284,788.83	269,286.53
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	138.75	184,820.33	174,314.96
Security Type Sub-Total		3,995,000.00					3,989,314.50	1.44	16,613.89	3,993,596.53	3,846,137.03
Corporate Note											
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	1,964.62	296,208.81	288,361.03

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	1,592.50	244,898.35	240,427.81
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	548.44	137,546.63	132,808.28
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	151.47	50,000.00	49,717.35
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A	A2	06/17/21	06/21/21	71,282.88	0.98	72.00	71,776.74	67,706.06
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026		06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	1,840.52	220,000.00	216,191.58
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026		06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	3,572.71	173,885.93	176,095.68
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	224.79	24,978.29	23,251.75
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	1,123.96	124,960.91	116,258.75
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,765.28	200,326.13	185,722.20
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	2,647.91	288,611.47	278,583.30
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027		00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	3,225.00	342,663.10	336,129.12
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027		46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	786.37	245,221.79	242,961.16

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027		437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	2,912.78	336,339.51	327,113.15
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028		46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	1,299.55	116,192.53	117,149.50
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 04/22/2024 5.571% 04/22/2028		46647PEE2	110,000.00	A-	A1	06/03/24	06/04/24	110,733.70	5.38	1,174.55	110,716.27	111,068.32
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	2,640.69	114,861.76	115,023.69
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	3,099.94	136,481.52	135,027.81
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/11/2023 5.250% 09/11/2028		89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	1,764.58	109,836.12	111,164.68
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028		17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	1,705.44	117,150.23	118,102.13
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028		17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	5,931.95	400,000.00	410,790.00
BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 03/14/2024 4.700% 03/14/2029		09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	419.08	29,948.57	29,852.01
BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 03/14/2024 4.700% 03/14/2029		09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	4,889.31	348,440.78	348,273.45
MASTERCARD INC CORP NOTES (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029		57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	737.50	275,643.02	275,958.00
Security Type Sub-Total			4,602,000.00					4,501,813.73	3.93	46,090.94	4,516,688.46	4,453,736.81

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	7,521.22	325,000.00	323,792.30
Security Type Sub-Total		325,000.00					325,000.00	5.08	7,521.22	325,000.00	323,792.30

Bank Note											
MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.44	1,540.36	325,667.87	327,294.50
Security Type Sub-Total		325,000.00					325,685.75	5.44	1,540.36	325,667.87	327,294.50

Asset-Backed Security											
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	1,447.73	AAA	NR	04/20/21	04/28/21	1,447.58	0.38	0.24	1,447.69	1,444.08
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	2,313.94	AAA	NR	01/20/21	01/27/21	2,313.48	0.34	0.35	2,313.80	2,299.64
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	21,592.05	AAA	Aaa	09/21/21	09/27/21	21,590.34	0.43	4.13	21,591.44	21,238.99
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	10,989.71	AAA	NR	04/13/21	04/21/21	10,987.34	0.52	2.54	10,988.91	10,869.91
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	13,230.36	AAA	NR	11/09/21	11/17/21	13,227.40	0.75	4.35	13,229.13	13,000.60
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,994.77	54,415.46
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.61	623.56	304,959.74	301,542.09
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815OAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,964.15	215,269.37
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,988.06	64,800.05

Managed Account Detail of Securities Held

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

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Asset-Backed Security											
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,993.82	65,523.66
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,987.94	235,490.89
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,935.80	270,212.98
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,989.43	276,013.46
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,988.93	95,606.67
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,985.48	119,814.47
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,993.54	34,680.20
Security Type Sub-Total		1,784,573.79					1,784,304.52	4.91	3,784.73	1,784,352.63	1,782,222.52
Managed Account Sub-Total		36,297,466.60					35,198,604.89	3.25	161,620.90	35,627,668.31	34,745,997.31
Securities Sub-Total		\$36,297,466.60					\$35,198,604.89	3.25%	\$161,620.90	\$35,627,668.31	\$34,745,997.31
Accrued Interest											\$161,620.90
Total Investments											\$34,907,618.21



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

SUBJECT: Direct Staff to Conduct the Biennial Review of the City's Conflict of Interest Code (Form 700 Filers)

STAFF RECOMMENDATION:

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

EXECUTIVE SUMMARY:

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

BACKGROUND:

The Political Reform Act of 1974 (Government Code Sections 81000 et seq.) provides that certain municipal officials must disclose their economic interests. These officials are members of:

- The City Council
 - City Manager
 - City Treasurer
 - And any other City official who manage public investments
 - Planning Commission
 - City Attorney
- In addition, the Act requires the City to determine which of its other officials, commission members, and employees have duties that involve potential conflicts of interests. These persons are called designated employees.

The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government.

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5.)

The Act provides that no later than July 1 of each even-numbered year, code-reviewing bodies shall direct the review of all agency codes under their jurisdiction and requires that the agency head, no later than October 1, shall file a statement regarding the results of that review. The City Council is the code reviewing body for the City's Code and on or before July 1, it must direct the biennial review of the City's Conflict of Interest Code ("Code"). (Gov. Code § 82011(c), 87306.5)

The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code § 87303, 87306.5)

Following its review, it is expected that the updated Code will be presented to the City Council no later than December for adoption.

FISCAL IMPACT:

There is no fiscal impact.

2024 Local Agency Biennial Notice

Name of Agency: City of Coachella
 Mailing Address: 53-462 Enterprise Way, Coachella, CA 92236
 Contact Person: Delia Granados Phone No. (760) 398-3502 ext. 102
 Email: dgranados@coachella.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize execution of a letter agreement with Signature Truck Tops for the purchase of a forklift, in the amount of \$24,000; authorize appropriation of \$24,000 from unallocated general fund reserves.

STAFF RECOMMENDATION:

Authorize execution of a letter agreement with Signature Truck Tops for the purchase of a forklift, in the amount of \$24,000; authorize appropriation of \$24,000 from unallocated general fund reserves.

EXECUTIVE SUMMARY:

The Coachella Corporate Yard requires use of a forklift to accept deliveries in support of various department operations. The current forklift is a 1987 forklift and has begun to have recurring maintenance challenges due to age. Staff has solicited informal bids to replace this unit and have received the following responses:

- Signature Truck Tops
 - o \$24,000
- Naumann Hobbs
 - o \$24,900.00
- Evolution Lift
 - o \$25,900.00

Staff is recommending authorization to execute a letter purchase agreement to Signature Truck Tops. The purchase price provided in the proposal and proposed letter agreement, is \$24,000.

FISCAL IMPACT:

The recommended action does have a fiscal impact; staff is requesting allocation of \$24,000 from unallocated general fund reserves to allow for the one-time purchase.

Attachment: Letter Agreement

LETTER AGREEMENT BETWEEN RDO EQUIPMENT CO. AND CITY OF COACHELLA

July 30, 2024

Signature Truck Tops
82573 Indio Blvd
Indio, CA 92201

Re: Letter of Agreement for Purchase of Toyota Forklift (6,000k rebuilt)

Dear Shawn Davalos :

This letter shall be our Purchase Agreement regarding the Rebuild Toyota 6000k Forklift described below (“Services”) to be provided by Signature Truck Tops, a corporation, (“Contractor”) as contractor to the City of Coachella for Forklift (“Project”).

The Services to be provided include: purchase of a rebuilt 6000k Toyota Forklift. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the not to exceed amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00).

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

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law. Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Invoices shall be submitted to the City after unit is delivered. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin immediately and be completed by September 30, 2024, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

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

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

CITY OF COACHELLA

SIGNATURE TRUCK TOPS

Approved by:

Reviewed and Accepted by Contractor:

Gabriel D. Martin, PhD
City Manager

Date

Approved as to Form:

Carlos Campos
City Attorney

EXHIBIT "A"

**Signature Truck Tops,
Vehicles & Accessories, Auto**
82573 Indio Blvd
Indio, CA 92201
760-863-1991

Estimate

Date	Estimate #
7/2/2024	1037

Name / Address
City of Coachella 760-442-400-9625 Cesar



P.O. No.	Serial #	www.signaturetrucktops.com IG: @signaturetrucktops FB: signaturetrucktops (work load)	
Description	Qty	Rate	Total
Toyota 6000K Fork Lift. >>>>Rebuilt<<<< Sales Tax Indio, Ca		24,000.00 8.75%	24,000.00 0.00
ALL ORDERS ARE NON REFUNDABLE- NO CASH REFUNDS- PLEASE ALLOW 3-5 WEEKS FOR SPECIAL DELIVERY		Total	\$24,000.00
X			



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 061324 for \$50,000; approve allocation of \$50,000 from unallocated general fund reserves for award.

STAFF RECOMMENDATION:

Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 061324 for \$50,000; approve allocation of \$50,000 from unallocated general fund reserves for award.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Holiday Lighting and Decorations Project No. 061324. The City received three responses for this RFP. The project scope of work includes design and installation of holiday décor that is synchronized to music along Sixth Street in front of City Hall and the Coachella Library. As included in the RFP, the selection criteria used to identify the most qualified Proposer was based upon the highest scoring proposer; scoring was completed based upon a three-member panel. Each panelist member scored all proposals received per the evaluation criteria established in the RFP (total points 100):

- Understanding of Work to be performed;
 - **20 pts**
- Demonstrated quality of firm;
 - **20 pts**
- Familiarity with City, County and State Procedures;
 - **15 pts**
- Firm’s and Professional Staff References/Satisfaction of Clients;
 - **20 pts**
- Completeness and quality of the Proposal;
 - **10 pts**
- The price which the Proposer proposes to charge;
 - **15 pts**

The proposals received from all three firms (Holiday Light Installations, Décor IQ, and The Christmas Kings) were reviewed by staff and scored; results are reflected below.

	The Christmas Kings	Holiday Lights Installation	Décor IQ
Score #1	94	86	80
Score #2	95	83	82
Score #3	95	85	80
Total	284	254	242

Based on the score results, staff is recommending award to The Christmas Kings. The proposed agreement, will have a term beginning November 1, 2024 – January 6, 2025 and compensation in the amount of \$50,000.

FISCAL IMPACT:

Award of the proposed work will require allocation of \$50,000 from unallocated general fund reserves to the Holiday Tree Lighting/Holiday Parade event budget.

Attachments:

Proposed Agreement

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 061234**

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of September, 2024, by and between the **City of Coachella**, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and **The Christmas Kings**, a corporation with its principal place of business at 31500 Grape St, Suite 3233, Lake Elsinore, CA 92532. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing methods of studying policing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the **Holiday Lighting and Decorations** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“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 **November 1, 2024 to January 6, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant 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 Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Mathew Kronquist**.

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

3.2.6 Consultant's Representative. Consultant hereby designates **Mathew Kronquist**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his 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.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its

directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space

procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars and Zero Cents (\$50,000.00)**. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at, the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly-itemized statement, which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 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 certain "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 One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services, which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5.2 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:

City
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: **Maritza Martinez**

Consultant
The Christmas Kings
31500 Grape St, Suite 3233
Lake Elsinore, CA 92532

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Consultant or provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 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.

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

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

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

3.5.7 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.

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

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant 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.

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

3.5.19 Equal Opportunity Employment. Consultant 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. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant 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.

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

THE CHRISTMAS KINGS

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Mathew Kronquist, Owner Operator

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
City Attorney

Exhibit A

The City of Coachella desires to highlight its Downtown public spaces to create a festive and attractive atmosphere for residents, visitors, and businesses. The successful responder must demonstrate the ability to utilize creativity and cohesiveness with the established aesthetic of the Downtown. Total project budget cannot exceed \$50,000.

The scope of work includes the design, installation, maintenance/service and removal. The lighting and decorations will be installed in two locations in Coachella: 1515 Sixth Street (City Hall) and 1500 Sixth Street (Coachella Library). With the focus along the Sixth Street corridor. Electricity is available at each site and the power costs will be paid by the City. Lighting and decorations shall be securely fastened to reduce the likelihood of damages and outage due to wind. All extension cord connections should be wrapped/anchored to protect moisture and prevent tripping hazards. Trees are to be fully wrapped including trunk and branches. The City is requesting proposals include a holiday music and lighting synchronization programming. Holiday lighting and decorations must be completely installed as of December 1, 2024 and removal of the installed items must be done between January 2-5, 2025.

- City Hall Location – decorated areas include the Sixth Street facing building and turf area between Orchard Street and Vine Street. City staff will be wrapping all palm trees and installing warm C9 bulbs along the roofline.
- Coachella Library Location – decorated areas include the Sixth Street facing building and parkway/courtyard area along Sixth Street. City staff will be wrapping all palm trees and installing warm C9 bulbs along the roofline.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize The City of Coachella’s Tacos, Tequila and Chavelas Festival beer garden operation on October 19, 2024 at Veterans Memorial Park from 4pm to 8pm.

STAFF RECOMMENDATION:

Authorize The City of Coachella’s Tacos, Tequila and Chavelas Festival beer garden operation on October 19, 2024 at Veterans Memorial Park from 4pm to 8pm.

EXECUTIVE SUMMARY:

The City of Coachella’s Tacos Tequila and Chavelas Festival has been an event focused on celebrating Coachella’s culinary talents and supporting its local eateries. In partnership with the Greater Coachella Chamber of Commerce (Chamber), the City developed and launched this event in 2017. The 2024 event is recommended to take place on Saturday, October 19, 2024 from 4pm to 8pm at Veterans Memorial Park.

Staff is working with the Chamber to secure a total of ten to twelve taco vendors for 2024. The 2024 ticket sales will be \$20.00 for taco tasting. All participating restaurants will be provided a \$500-\$750 stipend to aid participants in paying for their food costs and all will compete for 1st, 2nd and 3rd place cash prizes of \$3,000, \$2,000 and \$1,000. All participants will also compete for People’s Choice Award.

In addition to the event’s food attractions, the event will include a live bands, live ballet folklorico dancing, a live disco jockey, lawn games and a mechanical bull. The event includes a beer garden and staff is requesting authorization for the event to permit a beer garden at Veterans Memorial Park from 4pm-8pm on Saturday, October 19, 2024.

FISCAL IMPACT:

None.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Appropriate a budget allocation of \$90,000 for the city's annual 2024 Holiday Tree Lighting and Holiday Parade Events, from unallocated general fund reserves.

STAFF RECOMMENDATION:

Appropriate a budget allocation of \$90,000 for the city's annual 2024 Holiday Tree Lighting and Holiday Parade Events, from unallocated general fund reserves.

EXECUTIVE SUMMARY:

The City of Coachella has a long-standing tradition to kick off the celebration of the holiday season around the first of December with both its Holiday Tree Lighting and Holiday Parade. This year these events fall on Wednesday, December 4, 2024(Tree Lighting) and Friday, December 6, 2024(Holiday Parade).

The Tree Lighting event includes: food for all attendees from the City's Taco's Tequila and Chavela's event People's Choice winner, free champurrado and pan dulce, free polar express rides, performances by local youth, free photos with Santa and Mrs. Claus under the City's Holiday Tree and Mariachi performance. The Holiday Parade event includes the following activities: over 100 entries (mostly local youth groups), 5-7 food vendors, live disco jockey, ice slide and three carnival games.

FISCAL IMPACT:

Staff is requesting allocating \$90,000 from unallocated general fund reserves to fund the above noted amenities for the Holiday Tree Lighting and Holiday Parade events; additionally, staff will also solicit sponsorships to supplement this allocation by up to an additional \$10,000-15,000.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Jason Stevens, IT Manager

SUBJECT: Amendment #1 change order to the previously approved purchase order 16989 Digital Signage system with AVIR, Inc. for the amount of \$19,485, and authorize Amendment #2 time and materials invoice for the amount of \$15,882.61 for the total appropriation of \$35,373.61 from Unassigned Fund Balance (General Fund)

STAFF RECOMMENDATION:

- Authorize the City Manager to execute Amendment #1 change order and Amendment #2 T&M invoice with AVIR, Inc. in an amount of \$35,373.61;
- Authorize appropriation of \$35,373.61 from Unassigned Fund Balance (General Fund) for the completion of the Digital Signage system.

BACKGROUND:

On January 30th, 2023 the City issued a purchase order for a Digital Signage system encompassing three locations for the amount of 19,485.00. The original quote and agreement stipulated a time and materials addendum with a potential to exceed estimated materials and time.

DISCUSSION/ANALYSIS:

Post completion of the installation and project it was determined that the performance of the TVs that were selected for the original project were not performing adequately and would need to be upgraded for the amount of 19,491.41. These upgraded TVs are designed to be used in direct sunlight with very high lumens for daylight viewing. Additionally, the original estimate time and materials was exceeded by an amount of \$15,882.61 for the total amount of \$35,373.61. It is necessary to perform this change order to be able to fully realize the original design and usage of the digital signage system. Without this upgrade the signage system will not be fully usable during all times of the day.

FISCAL IMPACT:

With this action, City Council authorizes the appropriation of \$35,373.61 from General Fund Unassigned to account 01-11-161-90-741-000 for the completion of this project.

ATTACHMENTS:

1. Original AVIR Purchase Order and Quote
2. Amendment #1 – AVIR change order estimate
3. Amendment #2 – AVIR time and materials invoice

PROPOSAL

Digital Signage Installation T&M

City of Coachella

1515 6th St
Coachella, CA 92236

Revision: 4
Modified: 23/12/11



Presented By:

AVIR, Inc.

41905 Boardwalk
Suite X
Palm Desert, CA 92211 US
760 779 0881
www.avir.com



City Hall Building

AV System		
1	Sony FW-50BZ30L 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	\$915.00
1	AVIR NEMA 4X 50-55" TV Enclosure Indoor/Outdoor LCD Guardian TV Enclosure for 50"-55" Monitors, Stainless Steel	\$3,399.00
1	BrightSign HD225 Standard I/O Player	\$625.00
3	AVIR Electric Metal Tubing EMT Conduit 1/2 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	\$60.00
100	ICE Cable Systems Cat 6 Shielded 23awg, 4 Pr, Solid, 550mhz (w/spine), Shielded, HDBaseT Certified	\$57.65
100	Southwire 28827428 14/2 Solid Romex SIMpull CU NM-B W/G Wire	\$82.86
1	WattBox WB-250-IPW-2 WiFi Power Controller w/ OvrC Compact 2 Outlets	\$260.43 *
AV System Total		\$5,399.94
City Hall Building Total		\$5,399.94

* Price Includes Accessories

Corporate Yard

AV System

1	Sony FW-50BZ30L 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	\$915.00
1	AVIR NEMA 4X 50-55" TV Enclosure Indoor/Outdoor LCD Guardian TV Enclosure for 50"-55" Monitors, Stainless Steel	\$3,399.00
1	BrightSign HD225 Standard I/O Player	\$625.00
3	AVIR Electric Metal Tubing EMT Conduit 1/2 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	\$60.00
100	ICE Cable Systems Cat 6 Shielded 23awg, 4 Pr, Solid, 550mhz (w/spine), Shielded, HDBaseT Certified	\$57.65
100	Southwire 28827428 14/2 Solid Romex SIMpull CU NM-B W/G Wire	\$82.86
1	WattBox WB-250-IPW-2 WiFi Power Controller w/ OvrC Compact 2 Outlets	\$260.43 *

AV System Total

\$5,399.94

Corporate Yard Total

\$5,399.94

* Price Includes Accessories

Digital Signage Installation T&M

Project No : AVIR-6206

Rev. 4 23/12/11

Civic Center

AV System		
1	Sony FW-50BZ30L 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	\$915.00
1	AVIR NEMA 4X 50-55" TV Enclosure Indoor/Outdoor LCD Guardian TV Enclosure for 50"-55" Monitors, Stainless Steel	\$3,399.00
1	BrightSign HD225 Standard I/O Player	\$625.00
3	AVIR Electric Metal Tubing EMT Conduit 1/2 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	\$60.00
100	ICE Cable Systems Cat 6 Shielded 23awg, 4 Pr, Solid, 550mhz (w/spine), Shielded, HDBaseT Certified	\$57.65
100	Southwire 28827428 14/2 Solid Romex SIMpull CU NM-B W/G Wire	\$82.86
1	WattBox WB-250-IPW-2 WiFi Power Controller w/ OvrC Compact 2 Outlets	\$260.43 *
AV System Total		\$5,399.94
Civic Center Total		\$5,399.94
Project Subtotal:		\$16,199.82

* Price Includes Accessories

Digital Signage Installation T&M

Project No : AVIR-6206

Rev. 4 23/12/11

PROJECT SUMMARY

Equipment:	\$16,199.82
Misc. Parts Adjustment:	\$729.03
Sales Tax:	\$1,311.99
Grand Total:	\$18,240.84

Client: Mark Walwick

Date

Contractor: AVIR, Inc.
659261

Date

PURCHASE ORDER AGREEMENT

Digital Signage Installation T&M

City of Coachella

1515 6th St
Coachella, CA 92236

Revision: 4
Modified: 23/12/11

Presented By:

AVIR, Inc.

41905 Boardwalk
Suite X
Palm Desert, CA 92211 US
760 779 0881
www.avir.com

**A. AGREED UPON WORK**

AVIR, Inc. ("AVIR") will provide the equipment, equipment installation, and programming as described in the Scope of Work and Equipment List attached hereto and incorporated into this Agreement by this reference as though set forth in full. Work not mentioned herein is subject to written Change Order. Unless otherwise specified, installation does not include trench digging, core drilling, routing and installation of conduit, framing, drywall repair, patching, painting, high-voltage work including wiring, carpet work, cabinet construction or cabinet modification.

B. DIMENSIONS

Due to the fact that equipment manufacturers' dimensions/specifications are often approximate, and may change without notice, AVIR cannot be held responsible in any way for equipment or cabinet dimensions.

C. RECEPTION, CLIENT SUPPLIED EQUIPMENT AND EQUIPMENT/WIRING BY OTHERS

If AVIR has not been retained to provide low voltage structured wiring, then AVIR cannot be held responsible for location, termination, and/or distribution of same. Although AVIR will use our professional expertise to maximize the conditions that exist, we cannot guarantee the quality of cable signal, AM/FM reception, or satellite reception. AVIR cannot be held responsible for client supplied equipment or equipment/wiring done by others including, without limitation, the control or operation of same.

D. EQUIPMENT CHANGES

AVIR reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Equipment prices are subject to change from manufacturer. AVIR will not be held responsible in any way for said products' obsolescence, discontinuation or unavailability.

E. CHANGE ORDERS

Changes to this Purchase Order will require a Change Order signed by both parties, and prices will be revised in accordance with these changes. Change Orders may also be subject to additional labor, materials, programming and design charges. Fees will be added to all Change Orders for applicable design, engineering, installation labor and programming time.

F. TIME

If AVIR is delayed by any of the following: owner delay, general contractor delay, subcontractor delay, fire, acts of God or other causes beyond AVIR's control, which disrupts a scheduled installation trip, then AVIR will invoice the client actual lost time, travel expenses, and equipment storage fees.

Digital Signage Installation T&M

Project No : AVIR-6206

Rev. 4 23/12/11

G. PROGRESS PAYMENTS

Progress Payments will be made according to the Payment Schedule below. Payment is due immediately upon invoicing. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. No work will be scheduled without the appropriate Progress Payment and an original signed copy of this Agreement. All drawings and specifications contingent on agreement and retainer.

H. RETROFIT/REMODEL

If job is of a retrofit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$150 per man, per hour for all extra labor involved in completing the job. AVIR will make every effort to inform the owner of any complications in a timely manner which may cause labor to exceed estimate.

I. INSURANCE

AVIR shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner's property resulting from conduct of this purchase order.

J. WARRANTY

Warranty on all equipment is the manufacturer's warranty and no other warranty is consented or implied. AVIR warrants its installation and programming work for a period of five years to commence upon completion of installation. Ownership of equipment shall transfer to client upon delivery of goods. This warranty does not transfer with a change in ownership. AVIR will help the owner get their manufacturer-warranted equipment serviced throughout the life of said warranty. Customer is responsible for any shipping charges.

K. PLASMA/LCD DISPLAY/CONTROL TOUCH PANEL PIXELS/DLP BULBS

Plasma displays, LCD displays, and control touch panels are susceptible to a small percentage of flickering of unlit pixels at shipping or after use. This condition is inherent to the technology and is not considered to be defective. DLP technology based projection systems contain a projection bulb which is covered by manufacturer warranty of typically 6 months from date of installation, but vary by manufacturer. A DLP bulb is known as an expendable maintenance item and requires replacement approximately every 1000+ hours of use depending on the projector's design and performance level. The client is responsible for all bulb replacements related to regular use of the product.

L. VIDEO DISPLAY "BURN-IN"

CRT (Rear Projection and Front Projection televisions), plasma screens and other monitors are susceptible to "burn-in". This condition occurs when a static image is left on the screen, in the same area, for an extended amount of time. This results in a silhouette of the image permanently being "burned" into the screen. This can cause the screen to be undesirable to view for all future images. Our client is hereby made aware of this issue and AVIR recommends that no image be left static on display screens for extended periods. Our client is hereby responsible for avoiding said condition. Neither will AVIR nor the manufacturers of the product warranty a product with this condition.

M. NEW TECHNOLOGY

AVIR systems include some of the latest technology available. Similar to a personal computer, software based equipment, such as: hard drive music servers, TiVo, satellite systems, control systems, or other computers can from time to time require a reset/reboot. This is inherent to the technology and does not denote the product/system is defective; merely that the client must reset the item from time to time to resume full operation.

N. REFUNDS

At the signing of the Contract and Receipt of Deposit by the customer, AVIR will immediately appoint administrative, sales/design, engineering, and other company resources toward the completion of this Purchase Order, and incur costs and expenses on your behalf. This process requires significant design/engineering time, drawings, elevations, software, hardware, people, equipment, and numerous internal/external planning meetings to successfully implement your finished project. Much of this work will be completed prior to the final installation of your system. This work is scheduled and based upon us completing your project in full. Therefore, all deposits, monies and/or payments received are non-refundable.

O. EARLY TERMINATION FEE

Should the client request to terminate this Agreement prior to its completion for any reason, then liquidated damages amounting to 25% of the remaining payments due shall be payable to AVIR to exit this Agreement. This amount is due upon request to terminate this Agreement. All monies/payments received are non-refundable.

P. FINAL PAYMENT

Final payment is due immediately upon invoicing. Any unpaid balance due beyond ten days after invoicing shall bear interest payable to AVIR at the rate of 1.5% per month simple interest.

Q. ATTORNEY'S FEES

In any proceeding brought to enforce or otherwise implement any of the terms and conditions of this Agreement the prevailing party shall be entitled to an award of all attorney's fees and costs incurred, in addition to any other relief to which that party may be entitled.

R. DISPUTE RESOLUTION

The Parties agree that if any action is brought to enforce or interpret this Agreement or to resolve any dispute or disagreement arising out of or concerning this Agreement, the Parties will seek resolution through mediation. The Parties hereby agree that any such dispute or disagreement arising out of this Agreement that cannot be resolved through mediation shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Any party may commence mediation or arbitration by sending a written demand for mediation or arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by mediation or arbitration. Mediation and/or arbitration shall be conducted in the County of Riverside, State of California. The Parties shall share equally all initial costs of mediation and arbitration. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses occurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, unappealable and conclusive on all Parties. Judgement may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

Payment Schedule

	Amount	Due Date
Payment due upon acceptance	\$16,416.76	
Upon completion of the installation	\$1,824.08 + T&M Estimate Listed Below	

Client: Mark Walwick

Date:

Contractor: AVIR, Inc.
659261

Date:

Time & Materials

ADDITIONAL TIME AND MATERIALS:

AVIR will make every effort to inform the owner of any complication in a timely manner which may cause parts or labor to exceed estimate. Labor and installation parts will be billed as used. If parts exceed estimate because of unforeseen circumstances, or change of scope, owner/agent agrees that he/she will be billed for additional parts needed to complete the scope of work. AVIR is not responsible for drywall or paint repair.

Prewire:		to	Hrs	\$	-	to	\$	-
Installation:	90	to	120	Hrs	\$ 13,500.00	to	\$	18,000.00
Programming/Calibration:		to	Hrs	\$	-	to	\$	-
Management/Design:	6	to	9	Hrs	\$ 990.00	to	\$	1,485.00
Total Labor Hours:	96	to	129	Hrs	Total: \$ 14,490.00	to	\$	19,485.00

Owner/agent agrees that all prewire labor will be billed at a rate of \$135 per man, per hour; that all installation labor will be billed at a rate of \$150 per man, per hour; and any programming, management or design labor will be billed at a rate of \$165 per man, per hour for all labor in completing the job.

Client: _____ **Date:** _____

Contractor: AVIR, Inc. _____ **Date:** _____
659261

CHANGE ORDER

Digital Signage Installation T&M

City of Coachella

1515 6th St
Coachella, CA 92236

Number: 1
Modified: 24/08/01



Presented By

AVIR, Inc.

41905 Boardwalk Suite X
Palm Desert, CA 92211
760.779.0881
www.avir.com



www.avir.com

Corporate Yard

AV System

-1	Sony FW-50BZ30L 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	(\$915.00)
1	SunBriteTV SB-P2-55-4K-BL Pro 2 Full Sun 4K UHD 1000 NIT Outdoor TV	\$6,728.95

AV System Total **\$5,813.95**

Corporate Yard Total **\$5,813.95**

Civic Center

AV System

-1	Sony FW-50BZ30L 50 4K HDR professional display with 24/7 operation, portrait/tilt, Pro-Mode, Airplay and Chromecast	(\$915.00)
1	SunBriteTV SB-P2-55-4K-BL Pro 2 Full Sun 4K UHD 1000 NIT Outdoor TV	\$6,728.95

AV System Total **\$5,813.95**

Civic Center Total **\$5,813.95**

Change Order Subtotal: **\$17,623.85**

* Price Includes Accessories

Digital Signage Installation T&M

Project No : AVIR-6206

Number: 1

24/08/09

CHANGE ORDER SUMMARY

Equipment:	\$17,623.85
Misc. Parts Adjustment:	(\$123.54)
Labor:	\$634.83
Sales Tax:	\$1,356.27

Grand Total: \$19,491.41



Client: **Gabriel Martin**

8/13/24

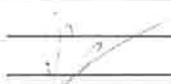
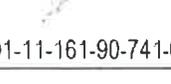
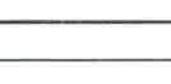
Date



Contractor: **AVIR, Inc.** 659261 *YASIN Chaudhry*

8/14/24

Date

VENDOR#	53052	INV #	
FIN APPROVAL			
DEPT APPROVAL			
C. M. APPROVAL			
ACCT. # E	101-11-161-90-741-000		19,491.41
ACCT. # E			-
ACCT. # E			-
ACCT. # E			-
		TOTAL:	\$ 19,491.41
MANUAL CHECK REQUESTED?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> NO
Authorization			
DATE PAID:		CHECK#	

CONTRACT

Digital Signage Installation T&M

City of Coachella

1515 6th St
Coachella, CA 92236

Number: 1
Modified: 24/08/01

Presented By

AVIR, Inc.

41905 Boardwalk Suite X
Palm Desert, CA 92211
760.779.0881
www.avir.com



A. AGREED UPON WORK

AVIR, Inc. ("AVIR") will provide the equipment, equipment installation, and programming as described in the Scope of Work and Equipment List attached hereto and incorporated into this Agreement by this reference as though set forth in full. Work not mentioned herein is subject to written Change Order. Unless otherwise specified, installation does not include trench digging, core drilling, routing and installation of conduit, framing, drywall repair, patching, painting, high-voltage work including wiring, carpet work, cabinet construction or cabinet modification.

B. DIMENSIONS

Due to the fact that equipment manufacturers' dimensions/specifications are often approximate, and may change without notice, AVIR cannot be held responsible in any way for equipment or cabinet dimensions.

C. RECEPTION, CLIENT SUPPLIED EQUIPMENT AND EQUIPMENT/WIRING BY OTHERS

If AVIR has not been retained to provide low voltage structured wiring, then AVIR cannot be held responsible for location, termination, and/or distribution of same. Although AVIR will use our professional expertise to maximize the conditions that exist, we cannot guarantee the quality of cable signal, AM/FM reception, or satellite reception. AVIR cannot be held responsible for client supplied equipment or equipment/wiring done by others including, without limitation, the control or operation of same.

D. EQUIPMENT CHANGES

AVIR reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Equipment prices are subject to change from manufacturer. AVIR will not be held responsible in any way for said products' obsolescence, discontinuation or unavailability.

E. CHANGE ORDERS

Changes to this Purchase Order will require a Change Order signed by both parties, and prices will be revised in accordance with these changes. Change Orders may also be subject to additional labor, materials, programming and design charges. Fees will be added to all Change Orders for applicable design, engineering, installation labor and programming time.

F. TIME

If AVIR is delayed by any of the following: owner delay, general contractor delay, subcontractor delay, fire, acts of God or other causes beyond AVIR's control, which disrupts a scheduled installation trip, then AVIR will invoice the client actual lost time, travel expenses, and equipment storage fees.

G. PROGRESS PAYMENTS

Progress Payments will be made according to the Payment Schedule below. Payment is due immediately upon invoicing. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. No work will be scheduled without the appropriate Progress Payment and an original signed copy of this Agreement. All drawings and specifications contingent on agreement and retainer.

H. RETROFIT/REMODEL

If job is of a retrofit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$150 per man, per hour for all extra labor involved in completing the job. AVIR will make every effort to inform the owner of any complications in a timely manner which may cause labor to exceed estimate.

I. INSURANCE

AVIR shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner's property resulting from conduct of this purchase order.

J. WARRANTY

Warranty on all equipment is the manufacturer's warranty and no other warranty is consented or implied. AVIR warrants its installation and programming work for a period of five years to commence upon completion of installation. Ownership of equipment shall transfer to client upon delivery of goods. This warranty does not transfer with a change in ownership. AVIR will help the owner get their manufacturer-warranted equipment serviced throughout the life of said warranty. Customer is responsible for any shipping charges.

K. PLASMA/LCD DISPLAY/CONTROL TOUCH PANEL PIXELS/DLP BULBS

Plasma displays, LCD displays, and control touch panels are susceptible to a small percentage of flickering of unlit pixels at shipping or after use. This condition is inherent to the technology and is not considered to be defective. DLP technology based projection systems contain a projection bulb which is covered by manufacturer warranty of typically 6 months from date of installation, but vary by manufacturer. A DLP bulb is known as an expendable maintenance item and requires replacement approximately every 1000+ hours of use depending on the projector's design and performance level. The client is responsible for all bulb replacements related to regular use of the product.

L. VIDEO DISPLAY "BURN-IN"

CRT (Rear Projection and Front Projection televisions), plasma screens and other monitors are susceptible to "burn-in". This condition occurs when a static image is left on the screen, in the same area, for an extended amount of time. This results in a silhouette of the image permanently being "burned" into the screen. This can cause the screen to be undesirable to view for all future images. Our client is hereby made aware of this issue and AVIR recommends that no image be left static on display screens for extended periods. Our client is hereby responsible for avoiding said condition. Neither will AVIR nor the manufacturers of the product warranty a product with this condition.

M. NEW TECHNOLOGY

AVIR systems include some of the latest technology available. Similar to a personal computer, software based equipment, such as: hard drive music servers, TiVo, satellite systems, control systems, or other computers can from time to time require a reset/reboot. This is inherent to the technology and does not denote the product/system is defective; merely that the client must reset the item from time to time to resume full operation.

N. REFUNDS

At the signing of the Contract and Receipt of Deposit by the customer, AVIR will immediately appoint administrative, sales/design, engineering, and other company resources toward the completion of this Purchase Order, and incur costs and expenses on your behalf. This process requires significant design/engineering time, drawings, elevations, software, hardware, people, equipment, and numerous internal/external planning meetings to successfully implement your finished project. Much of this work will be completed prior to the final installation of your system. This work is scheduled and based upon us completing your project in full. Therefore, all deposits, monies and/or payments received are non-refundable.

O. EARLY TERMINATION FEE

Should the client request to terminate this Agreement prior to its completion for any reason, then liquidated damages amounting to 25% of the remaining payments due shall be payable to AVIR to exit this Agreement. This amount is due upon request to terminate this Agreement. All monies/payments received are non-refundable.

P. FINAL PAYMENT

Final payment is due immediately upon invoicing. Any unpaid balance due beyond ten days after invoicing shall bear interest payable to AVIR at the rate of 1.5% per month simple interest.

Q. ATTORNEY'S FEES

In any proceeding brought to enforce or otherwise implement any of the terms and conditions of this Agreement the prevailing party shall be entitled to an award of all attorney's fees and costs incurred, in addition to any other relief to which that party may be entitled.

R. DISPUTE RESOLUTION

The Parties agree that if any action is brought to enforce or interpret this Agreement or to resolve any dispute or disagreement arising out of or concerning this Agreement, the Parties will seek resolution through mediation. The Parties hereby agree that any such dispute or disagreement arising out of this Agreement that cannot be resolved through mediation shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Any party may commence mediation or arbitration by sending a written demand for mediation or arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by mediation or arbitration. Mediation and/or arbitration shall be conducted in the County of Riverside, State of California. The Parties shall share equally all initial costs of mediation and arbitration. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses occurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, unappealable and conclusive on all Parties. Judgement may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

Payment Schedule	Amount	Due Date
Payment due upon acceptance	\$15,593.13	
Upon completion of the installation	\$3,898.28	



Client: Gabriel Martin

8/13/24

Date:



Contractor: AVIR, Inc.
659261

YASIR CHAUDHRY

8/14/24

Date:



Lifestyle Technology Solutions

Invoice 9-904216-20
Date: 7/24/2024
Customer #: 7084

Item 18.

41905 Boardwalk Suite W
Palm Desert, CA 92211
Phone: (760) 779-0881
Fax: (760) 779-8772

City of Coachella
1515 6th Street
Coachella, CA 92236

Description	Charge	Credit	Balance
Digital Signage T&M Upon Acceptance	\$ 17,195.66		
Payment Signage		\$ 17,195.66	
Digital Signage T&M Upon Completion	\$ 4,298.95		
63.0 Hrs of Installation @ \$150.00 per hour	\$ 9,450.00		
9.0 Hrs of Management @ \$165.00 per hour	\$ 1,485.00		
Change Order #1	\$ 196.11		
3) FB49 TV Mount @ \$140.00 ea	\$ 420.00		
Sales Tax	\$ 32.55		

PLEASE MAKE CHECK PAYABLE TO AVIR, INC.

Total Due **\$ 15,882.61**



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution 2024-49 Releasing Bonds for Tract Map No. 38084 Sevilla, Pulte Home Company, LLC.

STAFF RECOMMENDATION:

Adopt Resolution 2024-49 Releasing Bonds for Tract Map No. 38084 Sevilla, Pulte Home Company, LLC.

EXECUTIVE SUMMARY:

Pulte Home Company, LLC is the developer of Tract 38084 known as Sevilla. The development is located on Avenue 51 east of Van Buren Street and west of Frederick Street. Bonds are in place with the City for the construction of the public improvements for this project. The off-site and on-site improvements including street, water, sewer, grading, and other incidental works have been completed.

The developer of this project has completed the required improvements as shown on the approved plans. Staff recommends that the public improvements be accepted and the following bonds issued by Developers Surety and Indemnity Company be released:

- Performance Bond No. SUR0067892 in the amount of \$3,504,892.38
- Material and Labor Bond No. SUR0067892 in the amount of \$1,752,446.16

FISCAL IMPACT:

Acceptance of public improvements and bond release for Tract Map No. 38084 will not have a significant fiscal impact on the City's General Fund. Public improvements will be maintained by the City of Coachella.

RESOLUTION NO. 2024-49

A RESOLUTION OF THE CITY OF COACHELLA RELEASING THE BONDS FOR TRACT MAP NO. 38084 PULTE HOME COMPANY, LLC.

WHEREAS, pursuant to the Subdivision Improvement Agreement bonds were previously posted in conjunction of Tract Map No. 38084, by Pulte Home Company to ensure completion of the improvements; and

WHEREAS, Pulte Home Company, has completed the off-site and on-site improvements for Tract Map No. 38084 including street, water, sewer, grading and other incidental works; and

WHEREAS, the City continues to hold bond #SUR00067892 insuring the satisfactory completion of said off-site & on-site improvements; and

WHEREAS, The City Staff recommends that the aforesaid bond #SUR00067892 be released as follows:

- Performance Bond No. SUR0067892 in the amount of \$3,504,892.38
- Material and Labor Bond No. SUR0067892 in the amount of \$1,752,446.16

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella that Bond #SUR00067892 currently held by the City concerning Tract Map 38084 be released.

PASSED, APPROVED and ADOPTED this 11th day of September 2024.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2024-49 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of September 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

STREET, STORM DRAIN, SEWER AND WATER INSTALLATION AGREEMENT

Bond No.
SUR0067892

RE: TR 38084

THIS AGREEMENT ("AGREEMENT") is between the City of Coachella, a municipal corporation, hereinafter referred to as "CITY", and PULTE HOME COMPANY, LLC hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER is the owner of certain real property situated in the City of Coachella (as fully described in "Exhibit 1" attached hereto, incorporated herein and hereafter referred to as the "PROPERTY"), DEVELOPER desires to commence street, storm drain, sewer and water improvements, thereon prior to the recordation of the final map for the PROPERTY and/or prior to the issuance of building permits; and

WHEREAS, DEVELOPER has submitted street and storm drain and sewer and water plans for the development of the PROPERTY incorporated herewith as "Exhibit 2" which do not constitute final improvements for the PROPERTY, and DEVELOPER acknowledges that the City Engineer retains the right to require further adjustments and revisions to the improvements upon the PROPERTY based upon the approval and recordation of the final map, as approved by the City Engineer; and

WHEREAS, CITY seeks to insure that improvements are installed and inspected per the approved street and storm drain and sewer and water plans; and

WHEREAS, DEVELOPER is familiar with the requirements of the Coachella Municipal Code and the CITY's regulations and agrees to comply therewith; and

NOW, THEREFORE, in consideration of the issuance of the street and storm drain and sewer and water permits from the City Engineer of the City of Coachella, the parties hereto mutually covenant and agree as follows:

1. General Requirements. DEVELOPER shall, at DEVELOPER's own cost and expense, supply all labor and materials and complete all of the street and storm drain and sewer and water improvements described in "Exhibits "A" & "B"" to the satisfaction of the City Engineer.

2. Repair and Replacement. DEVELOPER shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments which have been destroyed or damaged, and DEVELOPER shall replace or have replaced, repair, or have

repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or by any person whomsoever or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

3. Permits. DEVELOPER shall, at DEVELOPER's expense, obtain all necessary permits and licenses for the installation of street and storm drain, sewer and water improvements required hereunder and give all necessary notices and pay all fees and taxes required by Law.

4. Superintendence by Developer. DEVELOPER shall give personal superintendence to the installation of street and storm drain, sewer and water improvements, or have a competent foreman or superintendent, equipped with a 24/7 telephone to accept dust control after hours calls satisfactory to the City Engineer, on said work at all times during progress, with authority to act for DEVELOPER.

6. Inspection by City. DEVELOPER shall at all times maintain the PROPERTY and all facilities thereon in a safe and orderly condition in accordance with all CITY requirements as determined by the City Engineer, and shall at all times provide safe access to the PROPERTY for inspection by the CITY to ensure compliance with the terms of this AGREEMENT and all other CITY Requirements.

7. Commencement of Street and Storm Drain, Sewer and Water Improvements. No street and storm drain, sewer and water improvements shall be commenced until plans and profiles therefor have been submitted to and approved by the City Engineer. The cost of such checking and inspection shall be paid by the DEVELOPER. All street and storm drain and sewer and water improvements constructed or installed in the public right-of-way pursuant to this AGREEMENT shall become the sole exclusive property of the City of Coachella, without payment therefore, upon acceptance of said work or improvements by the CITY.

9. Surety Bond. Contemporaneously with the execution hereof, DEVELOPER shall file with the CITY; (1) a surety bond or cash deposit for the full estimated cost of the improvements, to include a contingency to guarantee "Faithful Performance" of all of the provisions of this AGREEMENT as described in Exhibits 1 and 2 attached hereto, and (2) a labor and materials bond or cash deposit for 50% the estimated cost of the improvements,

10. Effective Date of Contract. This contract shall not become effective unless and until the DEVELOPER receives all approvals and permits including a street and storm drain and sewer and water permits required by the CITY.

11. Liability for Nonperformance. Neither the CITY nor any of its officers or agents shall be liable to DEVELOPER or its contractors for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT.

13. Liability for Personal Injuries. The CITY shall not be liable to the DEVELOPER or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on, or about the PROPERTY or any part thereof.

14. Release and Indemnification. The DEVELOPER hereby releases and agrees to indemnify, defend and save the CITY harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability (including reasonable attorneys fees and costs of suit), howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all grading work to be done in and upon the PROPERTY or premises adjacent thereto pursuant to this AGREEMENT, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs loss, damage, and liability (including reasonable attorneys fees and costs of suit), howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the DEVELOPER, the DEVELOPER's agents, employees, and subcontractors, while engaged in the performance of said grading.

14a. Insurance.

(a) DEVELOPER shall at all times during the term of this AGREEMENT carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the DEVELOPER.

(b) DEVELOPER shall at all times during the term of this AGREEMENT carry, maintain, and keep in full force and effect, a policy or policies of Commercial Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by DEVELOPER in performing the services required by this AGREEMENT.

(c) DEVELOPER agrees to carry, maintain, and keep, in full force and effect, at all times during the performance of work under this AGREEMENT workers' compensation insurance as required by law.

(d) The policy or policies required by this section shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(e) DEVELOPER agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this AGREEMENT.

(f) At all times during the term of this AGREEMENT, DEVELOPER shall maintain on file with the CITY Clerk a certificate or certificates of insurance in a form acceptable to the CITY Attorney, showing that the aforesaid policies are in effect in the required amounts. DEVELOPER shall, prior to commencement of work under this AGREEMENT, file with the CITY Clerk such certificate or certificates. The policies of insurance required by this AGREEMENT shall contain an endorsement naming CITY as an additional insured. All of the policies required under this AGREEMENT shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this AGREEMENT.

(g) The insurance provided by DEVELOPER shall be primary to any coverage available to CITY. The policies of insurance required by this AGREEMENT shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY prior to the commencement of work under this AGREEMENT. At the option of CITY, DEVELOPER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or DEVELOPER shall procure a bond guaranteeing payment of losses and expenses.

15. Liability of Developer. The DEVELOPER agrees that the use for any purpose and by any person of any and all of the streets and the PROPERTY as hereinbefore specified shall be at the sole and exclusive risk of the DEVELOPER at all times prior to final acceptance by the CITY of the completed clearing; provided that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER's obligations or undertakings contain in this AGREEMENT. The issuance of any permits by the CITY for the grading of the PROPERTY or any structure located within said PROPERTY shall not be construed in any manner to constitute an acceptance and approval of any or all of the grading or improvements to the PROPERTY.

16. Approval by City Engineer. It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the street and storm drain, sewer and water work performed under this AGREEMENT if such work does not conform with the plans and specifications mentioned herein or the ordinances of the City of Coachella. Any damage to the water or sewer system, utilities, concrete work, or street paving that occurs during or after the grading shall be repaired or reconstructed to the satisfaction of the City Engineer by the DEVELOPER before the release of the bonds, issuance of further permits or final acceptance of any completed improvements.

18. Obligations of Developer. Notwithstanding the fact that DEVELOPER's plans and specifications, completion of the clearing and dust control work, and other acts are subject to approval of the City Engineer, it is understood and agreed that any approval by the City Engineer shall in no way relieve DEVELOPER of satisfactorily completing the said street and storm drain and sewer and water improvements or the other obligations hereunder.

19. Relationship of Contractors. It is hereby mutually covenanted and agreed by the parties hereto that DEVELOPER's contractors are not agents of the CITY, and that the contractors relation to CITY, if any, are those of independent contractors.

20. Assignment. This AGREEMENT shall not be assigned by the DEVELOPER without written consent of CITY.

20. Filing of Improvement Plans. Upon completion of the job and subsequent to the acceptance of the job by the CITY, the DEVELOPER shall supply the CITY with one mylar (4 mils) set of "As Built" drawings. These drawings shall be certified as being "As Built" and shall reflect the job as actually constructed, with all changes incorporated therein.

[INTENTIONALLY LEFT BLANK]

Executed in Coachella, California on

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date written above.

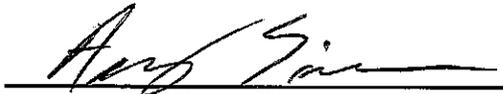
APPROVED:

City of Coachella

[Developer] *1
By: 

[Name of Officer, Title]

DARREN WARREN
Vice President Land
Acquisitions & Development

By:  10/13/21
Andrew R. Simmons, City
Engineer

By: _____

[Name of Officer, Title]

*1 Note: If the Developer is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

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 ORANGE)

On OCTOBER 11, 2021 before me, CRESIDA DIAZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DARREN WARREN,
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 *Cresida Diaz* (Seal)

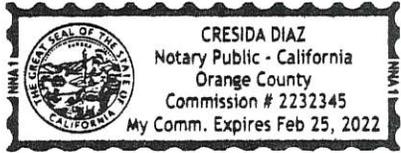


Exhibit "A"

Item 19.

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
STREET				
SUBTOTAL OF STREET IMPROVEMENTS				\$1,923,867.50
15% CONTINGENCY				\$288,580.13
TOTAL				\$2,212,447.63

STORM DRAIN				
SUBTOTAL OF STORM DRAIN IMPROVEMENTS				\$83,475.00
15% CONTINGENCY				\$12,521.25
TOTAL				\$95,996.25

WATER				
SUBTOTAL OF WATER IMPROVEMENTS				\$746,900.00
15% CONTINGENCY				\$112,035.00
TOTAL				\$858,935.00

SEWER				
SUBTOTAL OF SEWER IMPROVEMENTS				\$293,490.00
15% CONTINGENCY				\$44,023.50
TOTAL				\$337,513.50

TOTAL ALL IMPROVEMENTS	\$3,504,892.38
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PERFORMANCE BOND	\$3,504,892.38
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MATERIALS BOND	\$1,752,446.19
-----------------------	-----------------------

Exhibit "B"

Item 19.

	UNIT	QUANTITY	UNIT COST	TOTAL COST
STREET				
Install 4" A.C. Pavement Over 10" Class II Aggregate Base	SF	36,230	\$4.50	\$163,035.00
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	184,970	\$3.25	\$601,152.50
Construct Type "B" (8") Curb and Gutter Per City of Coachella Standard Drawing No. S-8.	LF	1,470	\$16.00	\$23,520.00
Construct Type "A" (6") Curb and Gutter Per City of Coachella Standard Drawing No. S-7.	LF	8,655	\$12.00	\$103,860.00
Construct Type "D" (6") Barrier Curb Per City of Coachella Standard Drawing No. S-10.	LF	260	\$10.00	\$2,600.00
Construct Curb Transition, 8" Curb and Gutter to 6" Curb and Gutter, Length=5'.	EA	6	\$80.00	\$480.00
Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	SF	12,105	\$8.00	\$96,840.00
Construct Driveway per City of Coachella Standard Drawing No. S-19.1.	SF	26,400	\$5.00	\$132,000.00
Construct Sidewalk Per City of Coachella Standard Drawing No. S-25.1.	SF	35,670	\$4.00	\$142,680.00
Construct ADA Compatible Access Ramp Per City of Coachella Standard Drawing No. S-26.	EA	2	\$500.00	\$1,000.00
Construct ADA Curb Ramp (Case B) Per County of Riverside Standard Drawing No. 403.	EA	20	\$500.00	\$10,000.00
Adjust Water Valve To Grade Per City of Coachella Standards and Specifications. See Separate Water Plan.	EA	37	\$200.00	\$7,400.00

Adjust Sewer Manhole/Cleanout To Grade Per City of Coachella Standards and Specifications. See Separate Sewer Plan.	EA	26	\$200.00	\$5,200.00
Install Street Light Per City of Coachella Standard Drawing No. L-1 and L-2.	EA	24	\$3,000.00	\$72,000.00
Install Access Gates With Knox-Box Per Fire Department Requirements.	EA	1	\$5,000.00	\$5,000.00
Install Stop Bar, Sign Post, Stop Sign and Street Name Sign Per Detail on Sheet 2 and City of Coachella Standard Drawing No. S-27.	EA	12	\$500.00	\$6,000.00
Install Blue Retroreflective Pavement Marker.	EA	12	\$100.00	\$1,200.00
Adjust Irrigation Manhole To Grade Per CVWD Standards and Specifications. See Separate Sewer Plan.	EA	1	\$200.00	\$200.00
Construct Speed Hump with Signage and Striping per City of Coachella Exhibits 1 and 2 on Sheet 17.	EA	5	\$600.00	\$3,000.00
Construct Masonry Block Garden Wall per Detail on Sheet 2. Color, Finish & Details per Landscape Architect's Plans and Separate Permit	LF	3,270	\$60.00	\$196,200.00
Existing Transformer To Be Relocated By I.I.D. w/Contractor coordination	EA	1	\$25,000.00	\$25,000.00
Existing Overhead Electric To Be Undergrounded and Power Poles Removed	LF	1,085	\$300.00	\$325,500.00
SUBTOTAL OF STREET IMPROVEMENTS				\$1,923,867.50
15% CONTINGENCY				\$288,580.13
TOTAL				\$2,212,447.63

STORM DRAIN				
Construct Curb Inlet Catch Basin and Gutter Depression Per City of Coachella Standard Drawing No. SD-1.1 and SD-2.	EA	1	\$4,500.00	\$4,500.00
Construct Combination Inlet Catch Basin and Gutter Depression Per County of Riverside Standard Drawing No. 302 and 312.	EA	3	\$5,000.00	\$15,000.00
Install ADS 12" Drain Basin with Domed Grate.	EA	1	\$100.00	\$100.00
Install 8" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	20	\$40.00	\$800.00
Install 18" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	90	\$55.00	\$4,950.00
Install 24" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	405	\$65.00	\$26,325.00
Install 30" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	40	\$95.00	\$3,800.00
Install 24" x 8" HDPE WYE.	EA	1	\$2,000.00	\$2,000.00
Install 24" x 45~ HDPE Bend.	EA	2	\$2,000.00	\$4,000.00
Install HDPE Flared End Outlet Structure Per Detail on Sheet 16.	EA	1	\$2,000.00	\$2,000.00
Install Standard Drywell Per City of Coachella Standard Drawing No. SD-4.1 with Grated Cover.	EA	2	\$10,000.00	\$20,000.00
SUBTOTAL OF STORM DRAIN IMPROVEMENTS				\$83,475.00
15% CONTINGENCY				\$12,521.25
TOTAL				\$95,996.25

WATER				
Furnish and Install 8" Class 200 C-900 PVC Water Main with Restrained Joints Per Detail on Sheet 3. See Trench Section CWA Standard Drawing No. W-	LF	5,160	\$85.00	\$438,600.00
Furnish and Install 8" DI Cross with Restrained Joints Per Detail on Sheet 3.	EA	3	\$1,500.00	\$4,500.00
Furnish and Install 8" DI Tee with Restrained Joints Per Detail on Sheet 3.	EA	4	\$1,200.00	\$4,800.00
Furnish and Install 8" DI Gate Valve.	EA	24	\$1,500.00	\$36,000.00
Furnish and Install 8" x 6" DI Reducer.	EA	1	\$600.00	\$600.00
Furnish and Install 8" x 11 1/4" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	3	\$600.00	\$1,800.00
Furnish and Install 8" x 22 1/2" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	7	\$600.00	\$4,200.00
Furnish and Install 8" x 45" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	13	\$600.00	\$7,800.00
Furnish and Install 1" Water Service for 3/4" Meter Per CWA Standard Drawing No. W-8.	EA	107	\$900.00	\$96,300.00
Furnish and Install 6" Wet Barrel Fire Hydrant Assembly including Gate Valve and Tee Per CWA Standard Drawing	EA	12	\$6,500.00	\$78,000.00
Contractor to Remove and Dispose of Existing 4" Blow-Off Assembly and Connect to Existing 8" DI Water Main Under Direct CWA Inspection.	EA	3	\$1,500.00	\$4,500.00
Contractor to Furnish and Install 18" x 3/8" Thick Steel Casing Centered on Sewer Lateral Crossing 10' Each Way. See Detail on Sheet 2.	EA	3	\$15,000.00	\$45,000.00

Contractor to Furnish and Install 18" x 3/8" Thick Steel Casing Centered on Storm Drain Crossing 10' Each Way. See Detail on Sheet 2.	EA	1	\$15,000.00	\$15,000.00
For Irrigation Purposes, Furnish and Install 1" Water Service for 3/4" Meter Per CWA Standard Drawing No. W-8.	EA	1	\$900.00	\$900.00
For Irrigation Purposes, Furnish and Install 2" Water Service for 1 1/2" Meter Per CWA Standard Drawing No. W-8.	EA	1	\$1,400.00	\$1,400.00
At All Connection Points, Contractor to Install: (1) 8" Test Plate and (1) 2" Temporary Blow-Off After the Main Has Been Pressure Tested, Bacterial Tested and the Results Have Been Approved by the City. Replace the 2" Temporary Blow-Off with a 2" Brass Plug, Remove the Test Plate and Make The Connection to the City Main.	EA	3	\$2,500.00	\$7,500.00
WATER IMPROVEMENTS				\$746,900.00
15% CONTINGENCY				\$112,035.00
TOTAL				\$858,935.00

SEWER				
Furnish and Install 8" SDR 35 ASTM D3034 PVC Sewer Main per City of Coachella Standard Drawing No. D-4.	LF	3,282	\$45.00	\$147,690.00
Furnish and Install 12" SDR 35 ASTM D3034 PVC Sewer Main per City of Coachella Standard Drawing No. D-4.	EA	260	\$85.00	\$22,100.00
Furnish and Install 48" Inside Diameter Sewer Manhole per City of Coachella Standard Drawing No. D-2.	EA	18	\$4,000.00	\$72,000.00
Furnish and Install 4" SDR 35 ASTM D3034 PVC Sewer Lateral per City of Coachella Standard Drawing No. D-11.	EA	99	\$400.00	\$39,600.00
Furnish and Install 4" SDR 35 ASTM D3034 PVC Sewer Lateral per City of Coachella Standard Drawing No. D-11, Modified per Detail on Sheet 2.	EA	9	\$400.00	\$3,600.00
Contractor To Remove and Dispose of Existing 6" Sewer Cleanout and Connect to Existing 8" PVC Sewer Main Under Direct CWA Inspection.	EA	1	\$2,000.00	\$2,000.00
Contractor To Remove Existing 8" Plug/Cap and Connect to Existing 8" PVC Sewer Stub Under Direct CWA	EA	5	\$500.00	\$2,500.00
Contractor To Remove Existing 12" Plug/Cap and Connect to Existing 12" PVC Sewer Stub Under Direct CWA	EA	1	\$500.00	\$500.00
Furnish and Install 4" Inserta Tee Into Existing 12" SDR 21 PVC Sewer Main Under Direct CWA Inspection.	EA	1	\$1,500.00	\$1,500.00
Contractor To Completely Remove and Dispose Existing Sewer Lateral and Cap the Connection at the WYE Under Direct CWA Inspection. Contractor to Maintain Installation Area and Install	EA	2	\$1,000.00	\$2,000.00
SEWER IMPROVEMENTS				\$293,490.00
15% CONTINGENCY				\$44,023.50
TOTAL				\$337,513.50

Assumptions:

1. These quantities are based on the Tract Map No. 38084 Street and Storm Drain Plan completed on 09/23/2021 and the Water and Sewer Plans completed on 8/4/21.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 38084

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ \$3,504,892.38

Surety: Argonaut Insurance Company

Attorney-in-fact: Matthew Erra

Address: 225 W. Washington, 24th Floor
Chicago IL 60606

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ \$1,752,446.16

Surety: Argonaut Insurance Company

Attorney-in-fact: Matthew Erra

Address: 225 W. Washington, 24th Floor
Chicago, IL 60606

CASH MONUMENT SECURITY: \$ _____

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. SUR0067892
 INITIAL PREMIUM: \$10,515
 SUBJECT TO RENEWAL

CITY OF COACHELLA
PARCEL/TRACT MAP NO. 38084 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38084 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated OCTOBER 13, 2021 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Argonaut Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Five Hundred Four Thousand Eight Hundred Ninety Two and 38/100 dollars (\$3,504,892.38), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

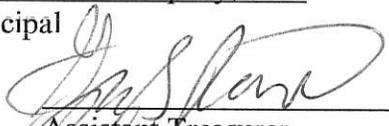
THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement 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.

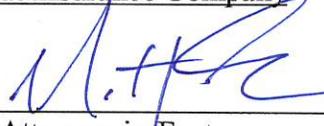
As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed 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.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Phoenix, Arizona, this 11th day of October, 2021.

Pulte Home Company, LLC
Principal
By: 
Assistant Treasurer
Gregory S. Rives
(print name)

Argonaut Insurance Company
Surety
By: 
Attorney-in-Fact
Matthew Erra
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

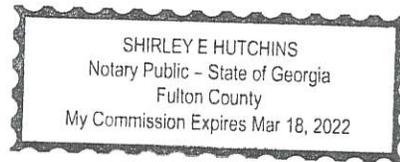
This record was acknowledged before me on October 11, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



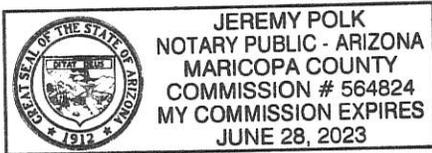
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 10/11/21 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)



[Handwritten Signature]

Notary Signature

Jeremy Polk
Commission Number 564824
Commission Expires June 28, 2023

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Item 19.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

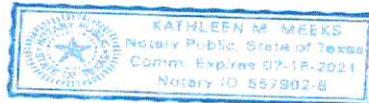
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 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 OFFICER OF THE 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 same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of October, 2021.



James Bluzard

James Bluzard, Vice President-Surety

BOND NO. SUR0067892
INITIAL PREMIUM: included with Performance Bond
SUBJECT TO RENEWAL

CITY OF COACHELLA
PARCEL/TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, California (“City”) and Pulte Home Company, LLC (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38084 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated OCTOBER 13, 2021 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Argonaut Insurance Company (“Surety”), a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Seven Hundred Fifty Two Thousand Four Hundred Forty Six and 19/100 DOLLARS, (\$1,752,446.16), said sum being not

less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, 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 Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As 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 attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

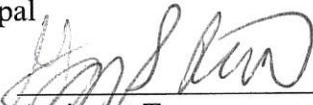
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Phoenix, Arizona, this 11th day of October, 2021.

Pulte Home Company, LLC

Principal

By:



Assistant Treasurer

Gregory S. Rives

(print name)

Argonaut Insurance Company

Surety

By:



Attorney-in-Fact

Matthew Erra

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

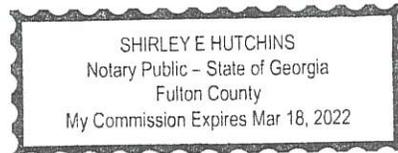
COUNTY OF FULTON)

This record was acknowledged before me on October 11, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Shirley E. Hutchins
Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



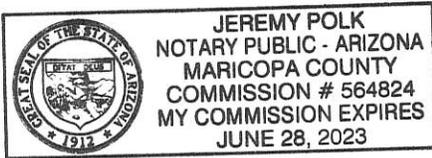
ACKNOWLEDGEMENT

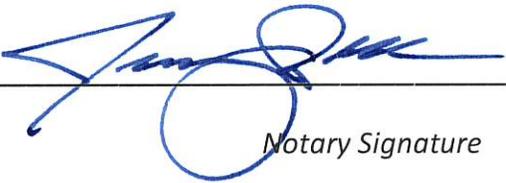
State of Arizona

County of Maricopa

On 10/11/21 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)





Notary Signature

Jeremy Polk
Commission Number 564824
Commission Expires June 28, 2023

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Item 19.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra

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 its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut 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 Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

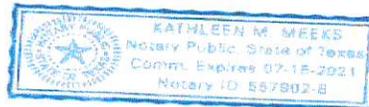
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 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 OFFICER OF THE 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 same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, 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.



Kathleen M. Weeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, 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, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of October, 2021.



James Bluzard

James Bluzard, Vice President-Surety



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Resolution 2024-52, A Resolution of the City Council of the City of Coachella Adopting a Statement of Goals and Policies for the Use of the Mello-Roos Community Facilities Act of 1982.

STAFF RECOMMENDATION:

Approve Resolution 2024-52, A Resolution of the City Council of the City of Coachella Adopting a Statement of Goals and Policies for the Use of the Mello-Roos Community Facilities District Act of 1982.

BACKGROUND:

Pursuant to California Government Code, the City of Coachella, shall consider and adopt local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 prior to the establishing a new community facilities district under the Act.

The Local Goals and Policies presented as Attachment A to the resolution attached to this Staff Report provide guidance for the City in proceedings to form a CFD, and in issuing bonds secured by special taxes under the Act. The Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. The Policies are intended to comply with Section 53312.7(a) of the Government Code and are subject to amendment by the City Council at any time. In the event these Policies conflict with or are incompatible with any provisions of the Act, the provision of the Act shall control.

DISCUSSION/ANALYSIS:

The Goals and Policies Concerning the use of the Mello-Roos Community Facilities Act of 1982 outlines the financing priorities of any proposed new CFD, the bond financing and credit quality of the CFD, the required disclosures by developers to prospective purchasers, general guidelines of proposed Rate and Method of Apportionments of any given CFD, aggregate tax burden limitations on property subject to CFD special taxes, the option of the City for retaining special consultants to prepare feasibility analysis prior to the formation of a CFD, the city proceedings to form a new CFD, bond financing terms, if any are required, exceptions to the policy, and the fiscal impact of forming a new CFD. Details of the aforementioned are contained in the Goals and Policies.

ALTERNATIVES:

1. Approve the resolution adopting the City's Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982.
2. Take no action.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

None

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as stated above.

Attachments:

1. Resolution No. 2024-52

RESOLUTION NO. 2024-52

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
ADOPTING A STATEMENT OF GOALS AND POLICIES FOR THE USE OF THE
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982**

WHEREAS, the City Council of the City of Coachella proposes to undertake proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the "Act"), to form a community facilities district; and

WHEREAS, Section 53312.7(a) of the California Government Code provides that a local agency may initiate proceedings to establish a community facilities district pursuant to the Act only if it has first considered and adopted local goals and policies concerning the use of the Act; and

WHEREAS, attached hereto as Attachment A is a compilation of such goals and policies (the "Goals and Policies") in accordance with the requirements of Government Code Section 53312.7(a); and

WHEREAS, this City Council desires to adopt the Goals and Policies as the City's local goals and policies concerning the use of the Act;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

1. The City Council hereby adopts the Goals and Policies as the City's local goals and policies concerning the use of the Act.
2. The City Manager is hereby authorized and directed to take any actions and do any things which the City Manager may deem necessary or desirable in order to accomplish the purposes of this Resolution and all such actions previously undertaken by the City Manager are hereby ratified.
3. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-52, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

ATTACHMENT A

CITY OF COACHELLA
STATEMENT OF GOALS AND POLICIES
CONCERNING USE OF THE MELLO-ROOS
COMMUNITY FACILITIES ACT OF 1982

I. INTRODUCTION

Section 53312.7(a) of the California Government Code requires that pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”) the City of Coachella (the “City”) consider and adopt local goals and policies concerning the use of the Act prior to the initiation of proceedings to establish a new community facilities district (“CFD”) under the Act. The following goals and policies are intended to meet the minimum requirements of the Act, and may be amended or supplemented by the City Council of the City (the “City Council”) at any time.

The City will consider developer-initiated applications requesting the formation of a CFD pursuant to the Act and the issuance of bonds to finance the construction and/or acquisition of eligible public facilities. At the City’s discretion, and depending upon existing circumstances, in addition to the issuance of bonds to fund eligible public facilities, eligible community services may also be financed on an on-going basis through the levy of special taxes.

The City has adopted this document to set forth its goals and policies for the use of the Act pursuant to Section 53312.7 of the Act. In each and every circumstance, the decision as to whether or not the City will make use of the Act is a decision that will be made solely by the City. Nothing contained herein shall be construed as obligating the City to make use of the Act in any circumstance or as granting to any person any right to have the City make use of the Act in any circumstance.

II. GOALS

The City shall make the determination as to whether a proposed district shall proceed under the provisions of the Act. In selecting services and facilities to be financed, the City may finance any services or facilities permitted to be financed under the Act.

III. ELIGIBLE PUBLIC FACILITIES AND SERVICES

Generally, the improvements eligible to be financed by a CFD must have a useful life of at least five (5) years and must be owned by the City or another public agency. Subject to Section II hereof, the list of eligible public facilities include, but are not limited to, the types of facilities specified in Government Code section 53313.5, as it currently exists or may hereafter be amended. The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise consistent with approved land use plans for the property, the City may consider entering into a joint

community facilities agreement or joint exercise of powers agreement in order to finance these facilities.

The City will consider on a case-by-case basis CFDs established for the provision of services eligible to be funded under the Act, including services to be provided by other public agencies. Eligible services are as specified in the Act, as it currently exists or may hereafter be amended.

IV. PRIORITIES FOR CFD FINANCING UNDER THE ACT

Priority for CFD financing shall be given to public facilities which: (a) are necessary for economic development, or (b) are otherwise incident to an economic development project. If appropriate, the City shall prepare a public facilities financing plan as a part of the specific plan or other land use document that identifies the public facilities required to serve a project, and the type of financing to be utilized for each facility. The eligibility of a facility for financing and the priority for the financing of facilities will be determined at the sole discretion of the City.

In general, none of the services authorized to be provided under the Act shall have priority over the others. The eligibility of a service for financing and the priority for the financing of services will be determined at the sole discretion of the City.

V. CREDIT QUALITY REQUIREMENTS FOR CFD BOND ISSUES

It is the policy of the City to comply with all provisions of the Act including, but not limited to, Section 53345.8, as such Section may be amended from time to time. It is the goal of the City to conform, as nearly as practicable, to the California Debt and Investment Advisory Commission's Appraisal Standards for Land-Secured Financings, as such standards may be amended from time to time, provided, however, that this City Council may additionally amend such standards from time to time as it deems necessary and reasonable, in its own discretion, to provide needed public improvements within the City, while still accomplishing the goals set forth herein.

Unless otherwise specifically approved by the City Council as provided in Section 53345.8(b) or (c) of the Act, the district property value-to-lien ratio shall be at least three to one after calculating the value of the public facilities to be financed and considering any prior or pending special taxes or assessment liens. The City may require a higher value-to-lien ratio in its discretion, in consideration of current market and related conditions.

Property value may be based on either an appraisal or on assessed values as indicated on the County assessor's tax roll. The appraisal shall be based on standards promulgated by the State of California and otherwise determined applicable by City staff and consultants. The appraisal must be dated within three months of the date the bonds are issued.

Less than a three to one value to lien ratio (as described above), excessive tax delinquencies, a substantial amount of vacant land, or other factors may cause the City to disallow the sale of bonds or require credit enhancement prior to bond sale.

If the City requires letters of credit or other security, the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the City. Any security required to be provided by the applicant may be discharged by the City upon the opinion of a qualified

appraiser, retained by the City, that a value-to-lien ratio of three to one has been attained per land use category, including any overlapping special assessment or special tax liens.

As an alternative to providing other security, the applicant may request that a portion of the bond proceeds be placed in escrow with a corporate agent in an amount sufficient to assure a value-to-lien ratio of at least three to one on the outstanding proceeds. The use of an escrow bond structure shall be in the sole discretion of the City.

The City may, at its option, require a financial feasibility report prior to the formation of the CFD if fifty percent or more of the land within the CFD is substantially undeveloped. The report shall be prepared by or at the direction of the City. All costs for preparing the report shall be borne by the applicant/developer. An estimate of the report cost shall be made prior to initiating the study and the applicant/developer shall deposit the cost prior to starting the report.

For new development, prior to the issuance of bonds, the applicant/developer must submit a financial plan which demonstrates to the City's satisfaction the applicant/developer's ability to pay all special taxes through build out of the project.

VI. DISCLOSURE REQUIREMENTS FOR PROSPECTIVE PROPERTY PURCHASERS

- A. Disclosure Requirements for Developers. Developers who are selling lots or parcels that are within a CFD shall provide disclosure notice to prospective purchasers that comply with all of the requirements set forth in Section 53341.5 of the Government Code, as it now exists or may hereafter be amended. The disclosure notice must be provided to prospective purchasers of property at or prior to the time the contract or deposit receipt for the purchase of property is executed. Developers shall keep an executed copy of each disclosure document as evidence that disclosure has been provided to all purchasers of property within a CFD.
- B. Disclosure Requirements for the Resale of Lots. Pursuant to Section 53340.2 of the Act, the City Finance Department shall provide a notice of special taxes to sellers of property (other than developers), which will enable them to comply with their notice requirements under Section 1102.6 of the Civil Code. The City shall provide this notice within five working days of receiving a written request for the notice. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

VII. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

The special tax formula shall be reasonable and equitable in allocating cost of public facilities and services to parcels within the CFD. Exemptions from the special tax may be given to parcels, which include but are not limited to, parcels which are publicly owned, are held by a property owners' association, are used for a public purpose such as open space or wetlands, are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, or have insufficient value to support bonded indebtedness.

The maximum annual special tax, together with ad valorem property taxes, special assessments and special taxes for an overlapping financing district, including such potential taxes and

assessments relating to authorized but unissued debt of public entities other than the City and any other governmental taxes, fees, and charges secured by the property (collectively, the “Overlapping Debt Burden”), in relation to the expected assessed value of each parcel upon completion of the private improvements to the parcel is of great importance to the City in evaluating the proposed financing.

For residential parcels, the Overlapping Debt Burden shall not exceed two percent (2.0%) of the projected assessed value of each improved parcel within the district. As it pertains to commercial, industrial, or other parcels within the district, the City reserves the right to exceed the two percent (2.0%) limit if, in the City’s sole discretion, it is fiscally prudent. The City, in its sole discretion, may allow an annual escalation factor on parcels within a district.

In the event that a CFD issues debt, the special tax formulas shall provide for minimum special tax levels which satisfy the following: (a) 110 percent debt service coverage for all CFD bonded indebtedness (or such lower percentage determined by City’s financial advisor and underwriter to be fiscally prudent), (b) the reasonable and necessary annual administrative expenses of the CFD, and (c) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on bonds of the CFD. Additionally, the special tax formula may provide for the following: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of services, (f) the cost of acquisition, construction, furnishing or equipping of facilities, (g) lease payments for existing or future facilities, (h) costs associated with the release of funds from an escrow account, and (i) any other costs or payments permitted by law. In structuring the special tax, projected annual interest earnings on bond reserve funds may not be included as revenue for purposes of the calculation.

The rate and method of apportionment of the special tax shall include a provision for a backup tax to protect against any changes in development that would result in insufficient special tax revenues to meet the debt service requirements of the district. Such backup tax shall be structured in such a manner that it shall not violate any provisions of the Act regarding cross-collateralization limitations for residential properties.

The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

VIII. APPRAISALS

Pursuant to the Act, property value may be based either on an appraisal or on full cash value as indicated on the County Assessor’s tax roll. The definitions, standards and assumptions to be used for appraisals shall be determined by City on a case-by-case basis, with input from City consultants and CFD applicants, and by reference to relevant materials and information promulgated by the State of California, including the Appraisal Standards for Land-Secured Financings prepared by

the California Debt and Investment Advisory Commission. In any event, the value-to-lien ratio shall be determined based upon an appraisal by an independent Member Appraisal Institute (“M.A.I.”) appraiser of the proposed CFD. The appraisal shall be coordinated by and under the direction of the City. All costs associated with the preparation of the appraisal report shall be paid by the entity requesting the establishment of the CFD through the advance deposit mechanism.

IX. CFD COST DEPOSITS AND REIMBURSEMENTS; APPLICATIONS

For applicant initiated CFDs the City shall not incur any non-reimbursable expenses for processing and administering CFDs. All City and consultant costs incurred in the evaluation of CFD applications and the establishment of CFDs will be paid by the entity requesting the establishment of the CFD by advance deposit which shall be in an amount not less than \$15,000.00 for application processing and other preliminary costs. The City shall determine the actual amount of the initial advance deposit. If additional funds are needed to off-set costs and expenses incurred by the City, the City shall make written demand upon the applicant for such funds. If the applicant fails to make any deposit of additional funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit. Expenses not chargeable to the CFD shall be directly borne by the applicant. An applicant shall not be entitled to reimbursement from bond proceeds, if any, for any of the following:

- Administrative or overhead expenses, financial consultant or legal fees incurred by an applicant for the formation of a special district (this limitation does not apply to amounts advanced by the applicant to the City).
- Land-use planning and subdivision costs and environmental review costs related to such land use planning and subdivision.
- Environmental impact studies unless off-site and directly related to the project.
- Construction loan interest.
- Costs, including but not limited to, land acquisition costs incurred prior to entering into a reimbursement or acquisition agreement or the adoption of a resolution of intention to form the district.
- Attorney’s fees related to the land use entitlement or subdivision process unless off-site and directly related to the project.
- On-site right-of-way and easements.
- Other overhead expenses incurred by the applicant/developer.

In the event a CFD is not formed due to City disapproval or abandonment, or due to applicant abandonment, or the CFD is formed and bonds are not issued for any reason or the expenditure of the special tax for ongoing City services is not authorized, the City will refund to applicant/developer any remaining unexpended and unobligated portion of advance deposits posted with the City, subject to the City’s prior and full reimbursement of all its direct and indirect costs. If the applicant/developer’s advance deposit to the City is not sufficient to reimburse the City for all of its direct and indirect costs, the City will require payment of the balance due by the applicant/developer for the difference. The City shall not accrue or pay any interest on any portion of the deposit refunded to the applicant or the costs and expenses reimbursed to the applicant. Neither the City nor the CFD shall be required to reimburse the applicant or property owner from any funds other than the proceeds of bonds issued by the CFD. Unless otherwise agreed to by the City, the City shall be entitled to pay any refund to the applicant/developer listed on the application form, irrespective of any changes in the ownership or composition of the applicant/developer.

In the event a district is formed for City services only, the applicant/developer shall be obligated to pay all expenses incurred by the City for the formation of the district. If a “service” district is not formed for any reason, the applicant/developer shall be entitled to any unused portion of the advance deposit.

X. APPLICATION PROCESS

The application form for a proposed CFD may be obtained from the City Clerk of the City. Completed applications shall be returned to the City Clerk and must be accompanied by a deposit in the amount determined by the City. A review committee, consisting of such City staff and consultants as determined by the City, will review the application for compliance with these goals and policies and will make a recommendation to the City Council as to whether or not to proceed with the proposed CFD.

The Council will either approve or deny the application. If approval is granted, the Council shall direct the City Manager to engage additional consultants, negotiate necessary contracts, and collect additional developer deposits, as necessary. The City Manager and City’s financing team shall submit all necessary documents and reports needed for the Council to either terminate proceedings or take action to form the CFD, call the election and issue bonds.

XI. RESPONSIBLE DEPARTMENT

The City’s Department of Finance, which is located at 53990 Enterprise Way, Coachella, CA 92236 (the “Finance Department”), is designated as the department of the City responsible for: (i) preparing the annual roll of special tax obligations with respect to any CFD; (ii) providing information to interested persons regarding the current and estimated future tax liability of owners or purchasers of real property subject to the special tax lien; and (iii) furnishing notices of special tax as required by applicable law.

Subject to the policies of the City, and as permitted by applicable law, the Finance Department may obtain the assistance of a qualified consultant to perform any of the duties set forth above, and to charge the cost of such consultant to the administrative costs of the CFD.

XII. USE OF CONSULTANTS

The City shall select all consultants as it deems necessary for the formation of the CFD or the issuance of bonds, including the underwriter(s), bond counsel, financial advisor, appraiser, absorption consultant, and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the City of the consulting and financing team.

An applicant/developer may retain its own consultants for its own benefit, but will work through those consultants hired by the City. If the developer/applicant retains its own consultants, all costs associated therewith shall be borne by the developer/applicant, without reimbursement from bond proceeds unless otherwise agreed to by the City.

XIII. TRANSPARENCY AND NOTIFICATION

The City will take the following steps to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under applicable laws:

1. Conduct all proceedings in the manner required by the Ralph M. Brown Act (Section 54950 and following of the California Government Code);
2. Cause a map of the boundaries of any proposed district to be recorded, pursuant to Section 3111 of the California Streets and Highways Code, in the Office of the Riverside County Recorder within 15 days following the adoption of a resolution of intention to form that District, pursuant to Section 53321 of the Act;
3. It will give notice, pursuant to applicable laws, prior to holding any public hearing on the establishment of a district;
4. It will record a notice of special tax lien, in the form specified by Section 3114.5 of the California Streets and Highways Code, within 15 days of the City Council's determination that the requisite number of voters are in favor of the levy of a special tax in connection with a district. Such notice will include, among other information:
 - i. A description of the rate, method of apportionment, and manner of collection of the authorized special tax;
 - ii. Information about the conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled;
 - iii. The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the community facilities district and not exempt from the special tax; and
 - iv. The name, address and telephone number of the Finance Department, so that the Finance Department may be contacted to obtain further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to the special tax lien.
5. It will, through the Finance Department, furnish a notice of special tax, in the form required by law to any individual requesting the notice or any owner of property subject to a special tax levied by the City within five working days of a request for such notice. The City may charge a reasonable fee for this service, not to exceed \$10.00.

XIV. EXCEPTIONS TO THESE POLICIES

The City may, in its discretion and to the extent permitted by law, waive any of the policies set forth herein in particular cases.

XV. MODIFICATION OF THESE POLICIES

The City Council reserves the right to modify or amend these Goals and Policies at any time and from time to time by resolution.

Certification

I, Angela M. Zepeda, City Clerk of the City of Coachella, certify that this is a true and correct copy of the Goals and Policies for Mello-Roos Community Facilities District financings adopted on September 11, 2024 by Resolution No. 2024-__ of the City Council of the City of Coachella.

Angela M. Zepeda, City Clerk

Date:_____



STAFF REPORT
9/11/2024

TO: Cultural and Arts Commission Chair and Commissioners

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Approve an Art in Public Places Proposal for a Mural Titled, Listening to the Rain by Nanibah “Nani” Chacon in the Amount of \$24,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving and awarding a grant to Nanibah “Nani” Chacon in the amount of \$24,000 from the City of Coachella’s Art in Public Places Program to install a mural titled, *Listening to the Rain* on the Frontier building wall at 933 Vine Avenue.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art.

DISCUSSION/ANALYSIS:

The submitted proposal is for a painted mural project titled, *Listening to the Rain*. The mural is in line with the artist’s focus on figurative subject matter while exploring concepts within indigenous culture and bringing the complexity of indigenous identities to the forefront. As evident by the many murals that already adorn the walls throughout downtown Coachella, murals have the power to convey a message, help build community, and be a source of pride. As part of the project, the artist will also conduct a community mural workshop tailored to Coachella’s youth. This workshop will not only engage and educate students on the technical aspect of creating a mural, but also the cultural significance and local impact they have in their community.

Budget

Artist Fee (labor & design, materials)	\$15,000
Hotel (\$180-215/night, for 2 weeks)	\$3,000
Flight	\$440
Per Diem (\$40/day for 2 weeks)	\$560
Community Mural Workshop	\$5,000
TOTAL	\$24,000

About the Artist

Nanibah “Nani” Chacon is a Dine (Navajo) and Chicana artist, most recognized as a painter and muralist. Ms. Chacon was born in Gallup, New Mexico and raised on the Navajo reservation and in Mexico. She is currently based in Albuquerque, New Mexico. Ms. Chacon’s most notable works have been within the public arts sector, in which she has a cumulative experience of over twenty years. Her work has been recognized for its unique style and attentiveness to site specific location and content, as well as the integration of socio-political issues that affect women and indigenous peoples. Ms. Chacon received her bachelor’s degree in Education from the University of New Mexico in 2003. She has seven years of teaching experience and in writing curriculum for alternative education programs. She currently exhibits across the United States and abroad.



Proposed Mural Design Rendition
Listening to the Rain



ALTERNATIVES:

1. Approve an Art in Public Places Proposal for a Mural Titled, Listening to the Rain by Nanibah “Nani” Chacon in the Amount of \$24,000
2. Not Approve the Art Mural and Provide Alternative Direction

FISCAL IMPACT:

If the City Council approves the staff recommendation, the \$24,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2024-25.

ATTACHMENTS:

1. Application



City of Coachella Art in Public Places Application Form

Purpose: The purpose of the Public Arts Commission shall be to act in an advisory capacity to the City Council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the City; to implement the City's Art in Public Places Program, and to encourage the integration of cultural affairs into the social and economic fabric of the City to improve the quality of life for City residents. Art in public places are intended to promote the general welfare of the public through the acquisition and installation of public art works (Municipal Code Chapter 4.48).

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Planning Division and Development Services Department. If you have any questions while completing this application please ask a member of the Planning Division for assistance. Incomplete applications will not be accepted (or the process may be delayed).

Fees apply to:

1. New commercial and industrial construction
2. Remodeling or reconstruction of existing commercial or industrial property;
3. New residential development of two or more units built in the same tract by the same owner or developer;
4. New individual single-family dwelling units in an existing subdivision with a permit valuation over \$100,000.

Fees are based on a percentage of the building cost:

1. One-half of one percent (.005) for new commercial or residential construction;
2. One-half of one percent (.005) for remodel or reconstruction of existing commercial or industrial property;
3. One quarter of one percent (.0025) for new residential subdivision of two or more units;
4. One quarter or one percent (.0025) for new individual single-family units constructed in an existing subdivision with a building permit over \$100,000 for that portion of the building permit valuation in excess of \$100,000.

Guidelines for approval and maintenance of art in public places shall include, but are not limited to, the following criteria:

- A. Quality of the artwork;
- B. Media. All visual art forms may be considered, subject to limitations set by the selection jury or the Planning Commission;
- C. Style. Artworks of all schools, styles, and tastes should be considered for the city collection;
- D. Environment. Artworks and art places should be appropriate in scale, material, form and content for the immediate, general, social and physical environments with which they relate;
- E. Permanence. Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, excessive maintenance, and repair costs;
- F. Elements of Design. Consideration should take into account that public art, in addition to meeting aesthetic requirements, also may serve to establish focal points, terminate areas, modify, enhance, or define specific spaces, or establish identity;
- G. Diversity. The public arts program should strive for diversity of style, scale, media, artists—including ethnicity and gender and equitable distribution of artworks and art places throughout the city;
- H. Visibility. The art work shall be clearly visible and easily accessible to the public
- I. Site Plan. The application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other accessories to complement and protect the art work
- J. Artist. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art

PROJECT INFORMATION (PLEASE PRINT OR TYPE)

Project Business Name: Nanibah "Nani" Chacon

Square Footage of Proposed Development: 23' x 28'

Property Address/Location: 933 Vine Ave. Coachella, CA

Assessor's Parcel Number(s): Frontier Building

Project Owner: Frontier Telephone No.: _____

Owner Address: 933 Vine Ave.

City: Coachella State: CA Zip Code: 92236

E-mail Address: douglas.mcallister@FTR.com

Architect: _____

Architect Address: _____

Telephone No.: _____ Fax No.: _____

Dev. Project Completion (Estimated): _____

AIPP Fee Amount: \$ _____

Total Artwork Cost: \$ 19,000

ARTIST/ARTWORK INFORMATION

Program Option (Please check one)

- A. Artwork on Site
- B. Donate Artwork to City of Coachella
- C. In Lieu Fee

Artwork Budget \$ 19,000

Artwork Title: Listening to the Rain

Artwork Site: Frontier Building - 933 Vine Ave. Coachella, CA 92236

Artwork Material: Conventional paints

Artwork Dimension: 23' x 28'

Artist Name: Nanibah "Nani" Chacon Telephone No.: (505) 435-7712

Address: 607 Page Ave NE Fax No.: _____

City: Albuquerque State: NM Zip Code: 87106

E-mail Address: nanibahchacon@gmail.com

Estimated Artwork Completion Date: Two weeks after start date

PROJECT APPLICANT REPRESENTATIVE

Applicant/Representative

Name: Nanibah "Nani" Chacon Nickname (if any): Nani

Company Name: _____

Address: 607 Page Ave NE E-mail Address: nanibahchacon@gmail.com

City: Albuquerque State: NM Zip Code: 87106

Telephone No.: (505) 435-7712 Fax No.: _____

I certify under penalty of perjury that all the application information is true and correct:

Applicant's Signature: _____ Date: _____

Date/Time Received: _____ Received By: _____ Amount Received: _____

A.P.P # _____ Receipt No(s): _____

SUBMITAL REQUIREMENTS

The Submittal Requirements provides the basic information necessary for review by the Development Services Department (staff review by City Departments). The Development Services Department may determine that additional information is required before further processing can take place.

- a. Complete and signed Art in Public Places Application Form
- b. Copy of Fee Receipt for \$ _____
- c. One overall concept drawing showing the work in plan, and;
- d. One rendered presentation drawing (plan and elevation), and;
- e. A site plan with building and grade elevation showing the placement of the proposed artwork, and;
- f. An artist concept statement, and;
- g. An artist resume or CV, and;
- h. Examples of artist's previous work, and;
- i. Evidence of the value of the proposed artwork (contract draft showing contract value and payment schedule will be sufficient).
- j. Maintenance plan (including frequency and anticipated costs of maintenance and description of materials).

ARTWORK PROPOSAL AND SPECIFICATIONS

Describe the artwork, its location, materials, installation requirements, and maintenance needs as completely as possible. You may use additional paper to complete this section of the application.

1. Artwork Description

The painted mural proposal acknowledges the symbiotic relationship between people and nature and the acute balance that sustains all life in the desert . Plants and people have adapted to this system finding it possible to not only live, but thrive against harsh conditions and limited water. This mural celebrates the beauty of that tenacity and knowledge.

2. Siting

Frontier Building - 933 Vine Ave. Coachella, CA 92236

3. Materials with Specifications

Conventional paints for mural projects and anti-graffiti coat

4. Fabrication and Installation Procedures

N/A

5. Yearly Maintenance and Conservation

Application of anti-graffiti coat and maintenance provided by the City of Coachella.

Budget

Total AIPP FEE \$ _____

This worksheet is intended as a budgetary guideline to assist in developing accurate artwork cost projections. Once completed, this form should reflect all expenses associated with designing, fabricating, and installing the proposed artwork and should equal the public art fee. Differences in total expenses, which are less than the fee, will not be refunded at project completion.

Travel

Airfare: _____ \$440

Car Rental: _____

Per Diem@

\$ \$40 per day **Total: \$560**

Transportation

(Materials or finished artwork)

Insurance _____

Office/Studio _____

(Phone, fax, postage, etc.)

Installation Costs

Labor Included in artist fee

Equipment Rental _____

Security _____

Permits _____

Other _____

Professional Fees

Architect _____

Landscape Architect _____

Engineer _____

Other Costs (List) Hotel/Lodging: \$180-215/night for two week. Total: \$3,000

Fabrication Costs

Materials Included in artist fee

Labor Included in artist fee

Contingency _____

Site Preparation

Landscaping _____

Electrical _____

Plumbing _____

Foundation _____

Other _____

Subtotal _____

Artist Fee \$15,000

Grand Total \$19,000

WORK PLAN/ARTWORK PRODUCTION SCHEDULE (suggested)

- Phase I Design Development
Date:
- a. Conceptual design approval by Art in Public Places Commission and City Council
 - b. Start up meeting with client
 - c. Design Development
- Phase II Design Completion and Commencement of Fabrication & Site Work
Date:
- a. Structural approval (client)
 - b. Order materials
 - c. Begin fabrication
- Phase III Studio Fabrication Completion
Date:
- a. Break out fabrication points
- Phase IV Installation Completion
Date:
- a. Acquisition of all appropriate certificates and permits
 - b. Site preparation
 - c. Installation of artwork on site
 - d. Site clean up
- Phase V Final Acceptance
Date:
- a. Notification of Completion received by City staff
 - b. Final approval from Art in Public Places Commission and City Council (submit letter requesting approval)
 - c. Application of Certificate of Occupancy
 - d. Submittal of Project Completion Notification and request for return of funds



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize the City of Coachella to Sponsor the Coachella Container Park Series of Community Events in the Amount of \$45,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing the City of Coachella to sponsor the Coachella Container Park series of community events in the amount of \$45,000.

BACKGROUND:

The Coachella Container Park situated on a 1.24-acre site at 85994 Grapefruit Boulevard looks to bring a series of family-friendly events that include music, food, drinks and entertainment during the months of October, November, and December of 2024. The City Council previously approved Entertainment Permit No. 22-01 that allows outdoor vendor markets, food fairs, and special events throughout the year. Eligible businesses are subject to obtaining a City business license and a County of Riverside Department of Environmental Health permit. The Coachella Container Park has hosted many events in the past, including music and food.

DISCUSSION/ANALYSIS:

The proposed event series for the Coachella Container Park will revolve around a centralized theme for each scheduled month for the entire family to enjoy. For example, October's theme will incorporate Oktoberfest and Halloween-related activities, such as a pumpkin patch or trunk or treat for the children. Each event will have food from different vendors, a beer garden, live entertainment, arts and crafts stations for children, and much more.

These types of events foster economic growth and community engagement. Economically, the events offer a low-cost entry point for small culinary entrepreneurs, giving food vendors a chance to showcase their diverse offerings without certain overhead expenses. In turn, this stimulates local spending as attendees are drawn to the event not just for the food, but for the overall experience, leading to increased foot traffic in surrounding areas. Retailers, nearby restaurants, and local vendors can benefit from the influx of people, as these events tend to draw larger crowds than a typical day. On a community level, large-scale food vendor events provide a

space for people to gather and share in a collective experience, strengthening neighborhood ties and creating a sense of belonging. These events can be tailored to celebrate local culture, from food to music. Additionally, these types of events often draw visitors from surrounding areas, putting the community on the map. Overall, this is a great opportunity to boost economic vitality and reinforce a sense of community pride and connectedness.

The \$45,000 sponsorship will go towards covering the cost of the following expenses: media marketing; signage for the venue; shade structures and lighting equipment; music/entertainment, including staging and audio equipment; security and personnel; portable restrooms and handwashing stations; trash bins; and arts and crafts for children activities, such as paint and other supplies.

ALTERNATIVES:

1. Authorize the City of Coachella to sponsor the Coachella Container Park Series of Community Events in the Amount of \$45,000
2. Not authorize the sponsorship request

FISCAL IMPACT:

Funding for this sponsorship will be through the General Fund.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Lt. Randy Vasquez, Sheriff's Department
Dr. Gabriel Martin, City Manager

SUBJECT: Ordinance No. 1212 - An Ordinance Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City (Second Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a second reading, by title only, of Ordinance No. 1212, Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City (Second Reading).

BACKGROUND:

Catalytic converters are an external component of a vehicle, accessible from the underside of a parked car. They convert most of a vehicle's emissions into less harmful forms, improving air quality and vehicle performance. As part of their construction, catalytic converters contain valuable materials such as platinum and palladium, rare metals that command ever-increasing prices on the recyclables market.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons. These reasons include: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified. On July 24, 2024, the City Council approved the first reading of Ordinance No. 1212.

DISCUSSION/ANALYSIS:

There is currently no City legislation applicable within the City of Coachella to directly define and punish catalytic converter thefts absent an identifiable victim. Additionally, there is currently no City, State, or Federal legislation applicable within the City of Coachella requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters in their possession. This limits law enforcement's ability to (1) protect the public by preventing catalytic converter

thefts and (2) seize suspected stolen catalytic converters when there is no identifiable victim present. As a result, preventing and punishing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers.

The Legislature has enacted, and the Governor has signed into law, Senate Bill (SB) 1087 and Assembly Bill (AB) 1740, which generally prohibit (1) individuals from purchasing a used catalytic converter from anyone other than certain specified sellers, including automobile dismantlers, automotive repair dealers, or an individual possessing documentation, as specified, that they are the lawful owner of the catalytic converter; and (2) requires core recyclers to keep a detailed written record, including the year, make, and model of the car from which a catalytic converter was removed, as well as a copy of the vehicle's title, prior to purchasing a catalytic converter from a seller.

The Legislature has not expressed its intent, whether explicitly or impliedly, to occupy the field of catalytic converter theft legislation. Pursuant to Article XI, Section 7 of the California Constitution, the City has broad discretionary power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

Individuals in possession of stolen catalytic converters are able to recycle them for substantial profit at relatively low risk, while victims are forced to commit to costly repairs. By criminalizing the mere possession of an unattached catalytic converter absent proof of ownership or lawful possession, this ordinance would combat this criminal practice by: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) prohibiting the falsification of information in documents and records used to verify ownership or lawful possession of a catalytic converter; (4) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (5) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (6) minimizing the fiscal and personnel impact on the City of Coachella and the Riverside County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts.

ALTERNATIVES:

1. Decline Staff recommendation and not approve this item.
2. Continue this item and provide staff with direction.

FISCAL IMPACT:

There is no fiscal impact to the General Fund

ATTACHMENT(S):

1. Ordinance No. 1212 - An Ordinance Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City.

ORDINANCE NO. 1212

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADDING CHAPTER 9.28 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 9 (PUBLIC PEACE AND WELFARE) OF THE COACHELLA MUNICIPAL CODE, ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY.

WHEREAS, the citizens of the City of Coachella (the “City”) have experienced rising catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City legislation yet applicable within the City of Coachella to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Coachella requiring individuals discovered to be in possession of detached catalytic converters to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement’s ability to (1) protect the public by preventing catalytic converter thefts; and (2) seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, the Legislature has enacted, and the Governor has signed into law, Senate Bill (SB) 1087 and Assembly Bill (AB) 1740, which generally prohibit (1) individuals from purchasing a used catalytic converter from anyone other than certain specified sellers, including automobile dismantlers, automotive repair dealers, or an individual possessing documentation, as specified, that they are the lawful owner of the catalytic converter; and (2) requires core recyclers to keep a detailed written record, including the year, make, and model of the car from which a catalytic converter was removed, as well as a copy of the vehicle’s title, prior to purchasing a catalytic converter from a seller; and

WHEREAS, the Legislature has not expressed its intent, whether explicitly or impliedly, to occupy the field of catalytic converter theft legislation; and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City has broad discretionary power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, preventing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a

particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers; and

WHEREAS, the citizens of Coachella and the Riverside County Sheriff’s Department are in need of legislation criminalizing mere possession of catalytic converters absent proof of ownership or lawful possession, for multiple reasons including, but not limited to: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (4) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (5) minimizing the fiscal and personnel impact on the City of Coachella and the Riverside County Sheriff’s Department by reducing the time invested in deterring and investigating catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of a lack of safety in the community; and

WHEREAS, the City desires to regulate the possession of detached catalytic converters within its jurisdiction in order to better protect its citizens, their property, and their community; and

WHEREAS, regulating possession of detached catalytic converters neither contradicts nor duplicates the statutes adopted by the Legislature on the topic of catalytic converters; and

WHEREAS, this Ordinance is necessary to provide the City of Coachella and the Riverside County Sheriff’s Department clear legal authority to better protect the public and deter this criminal activity

WHEREAS, this item was taken to the Building/Code Enforcement/Public Safety Sub-Committee on July 4, 2024 with the Sub-Committee supporting and recommending it move forward to City Council for consideration; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. Creation of Chapter 9.28 in Title 9 of the Coachella Municipal Code. Chapter 9.28 is hereby added to Title 9 (Public Peace and Welfare) of the Coachella Municipal Code to read in its entirety as follows:

“Chapter 9.28 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 9 (Public Peace and Welfare)

9.28.010 Purpose.

The purpose of this chapter is to regulate the possession of detached catalytic converters absent proof of ownership or lawful possession, to assist in deterring future thefts, establish sanctions for possessing stolen catalytic converters, and minimize the fiscal and personnel impact on the City of Coachella and the Riverside County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts.

9.28.020 Definitions.

For the purposes of this chapter, the following meanings shall apply:

- (a) "Lawful possession" includes (1) being the lawful owner of the catalytic converter or (2) in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."
- (b) "Documentation or other proof" means written document(s) that clearly identify the vehicle from which the catalytic converter originated based on the totality of the circumstances, and includes, but is not limited to, the following types of documents:
 - (1) Bill of sale from the original owner with the signature of the vehicle owner authorizing removal of the catalytic converter, as well as the name, address, and telephone number of the vehicle owner.
 - (2) Documentation from an auto-body shop or similar business proving that the owner relinquished the catalytic converter to the auto-body shop or similar business.
 - (3) Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
 - (4) Photographs of the vehicle from which the catalytic converter originated clearly showing the license plate number and vehicle identification number (VIN) of the car from which the catalytic converter was removed.

9.28.030 Unlawful possession of a catalytic converter prohibited.

- (a) It shall be unlawful to possess any catalytic converter that is not attached to a vehicle, unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter.

It is unlawful for any person to falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

9.28.040 Violations – Misdemeanor

- (a) Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Coachella Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

(b) It is unlawful and a misdemeanor subject to punishment in accordance with Chapter 1.08 of Title 1 of this Code, for any person to violate any provision of this section.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.”

SECTION 3. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council on the 24 day of July, 2024, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

CITY OF COACHELLA:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

Carlos Campos, City Attorney

CERTIFICATION

I, Angela M. Zepeda, City Clerk of the City of Coachella, DO HEREBY CERTIFY that the foregoing Ordinance No. 1212 was passed, approved, and adopted at the Regular Meeting of the Coachella City Council held on the 24 day of July, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

WITNESS MY HAND AND OFFICIAL SEAL this 24th day of July, 2024.

Angela M. Zepeda, City Clerk
City of Coachella



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Sponsorship of Run With Los Muertos Event:
Sponsorship request from Codex Creation Committee for \$35,000.00 for the 2024 Run With Los Muertos Event; and
Approval for operation of a beer garden on November 2, 2024 in Downton Sixth Street from 4pm to midnight.

STAFF RECOMMENDATION:

Sponsorship of Run With Los Muertos Event:

- 1) Sponsorship request from Codex Creation Committee for \$35,000.00 for the 2024 Run With Los Muertos Event,
- 2) Approval for operation of a beer garden on November 2, 2024 in Downton Sixth Street from 4pm to midnight.

EXECUTIVE SUMMARY:

Staff received the attached \$35,000.00 sponsorship request by Codex Creation Committee, (Codex) for the 2024 Run With Los Muertos Event. This year's event has been submitted to occur on Saturday, November 2nd. Codex has identified the event will include a beer garden, which is proposed to operate in Downtown Sixth Street from 4pm to midnight. This event has been a City co-sponsored event since 2013. Annually, the city has provided in-kind services for traffic control, public safety and funded the actual costs of all traffic control and lighting rental expenses; these hard costs total \$18,000.

FISCAL IMPACT:

The requested actions will not have a negative fiscal impact; these funds were adopted in the current fiscal budget.

Attachment: Sponsorship Request



CODEX
CREATION
COMMITTEE

Item 24.

August 20, 2024
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Dear Honorable City Councilmembers,

I am thrilled and honored to write to you regarding our upcoming event, Run with Los Muertos, which was proudly founded in the City of Coachella in 2013. Your unwavering support since the beginning has been instrumental in allowing this event to flourish and become the premier highlight of the Fall season in our region. What began as a single stage, a 5K run, and an art walk has now evolved into a full-scale block party featuring a procession, car show, vendor village, and three stages of live entertainment.

Run with Los Muertos (RWLM) is a testament to community collaboration, bringing together numerous local organizations and teams while providing a platform for local artists and musicians to showcase their talents. Our partnerships have extended to artisans from Oaxaca, Michoacán, and Baja California, offering the residents of Coachella a unique opportunity to experience the rich culture of Mexico right in their hometown.

Beyond the one-night celebration, RWLM has been able to initiate and lead free community programs that focus on fitness and arts education.

Our media partnerships have played a significant role in attracting tourism to the City of Coachella. Each year, we benefit from billboard advertising, television and radio commercials, print media, and an extensive social media presence. As a result, we have drawn visitors from across the United States, Canada, and Mexico.

Our dedicated team works tirelessly throughout the year to ensure that this sacred celebration is a memorable night for the thousands of people who attend in the City of Coachella. Excluding residual impacts, this free community event contributes an annual value of over \$150,000 to the City of Coachella. Although costs have continued to increase, we are once again requesting the same \$35,000 sponsorship as last year. With your ongoing support, we are confident that we can deliver an event that the entire community can take pride in.

Please feel free to reach out to me or our team at your convenience with any questions or concerns.

Your consideration and continued support are deeply appreciated.

Sincerely,

Analisa Barbosa Holoubek
Treasurer, Codex Creation Committee



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Sponsorship of Synergy Music and Arts Festival Event:

Approve sponsorship request from Culturas Music & Arts:
 Approve sponsorship request from Culturas Music & Arts, in the amount of \$18,600, for the 2024 Synergy Music and Arts Festival Event; or
 Approve sponsorship request from Culturas Music & Arts, in the amount of \$28,800, for the 2024 Synergy Music and Arts Festival Event and authorize an allocation of \$10,200 from unallocated general fund reserves.
 Approval for operation of a beer garden on November 9, 2024 at Dateland Park from 4pm to midnight.

STAFF RECOMMENDATION:

Sponsorship of Synergy Music and Arts Festival Event:

Approve sponsorship request from Culturas Music & Arts:

Approve sponsorship request from Culturas Music & Arts, in the amount of \$18,600, for the 2024 Synergy Music and Arts Festival Event; or

Approve sponsorship request from Culturas Music & Arts, in the amount of \$28,800, for the 2024 Synergy Music and Arts Festival Event and authorize an allocation of \$10,200 from unallocated general fund reserves.

Approval for operation of a beer garden on November 9, 2024 at Dateland Park from 10am to midnight.

EXECUTIVE SUMMARY:

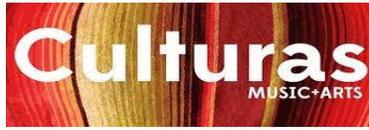
The 2024 Synergy Music and Arts Festival is planned to occur on Saturday, November 9, 2024 from 10am to midnight. This event has been a recurring event in Coachella since 2012. The event will occur at Dateland Park and include live bands, disc jockey, food vendors, art displays, merchandise vendors, car show and beer garden.

Culturas Music and Arts is requesting to be authorized to operate a beer garden at this event from 10am – midnight; all event permit approvals would be contingent upon the applicant meeting all permitting requirements by City, County, ABC and other required regulatory agencies.

FISCAL IMPACT:

The received sponsorship request for 2024 is \$28,800. This is \$10,200 higher than the request received in 2023. The approved budget for this event included the same sponsorship amount as approved in 2023 (\$18,600). If Council approves the larger sponsorship amount of \$28,800, it will require a one-time general fund allocation of undesignated reserves of \$10,200

Attachment: Sponsorship Request



85092 Damascus Ave, Coachella, CA 92236
culturascoachellavalley@gmail.com
culturasmusicarts.com

August 22, 2024

To Coachella City Council,

On behalf of myself & Culturamas Music & Arts we would like to extend our thanks for all the support the City of Coachella and members of the City Council has shown Culturamas Music & Arts.

Synergy Music & Arts Festival will be celebrating its 13th anniversary on November 09, 2024. Synergy Festival has been committed to creating a platform for the local art community by creating an event that focuses on the diversity of our local artists. It has fostered and strengthened community pride.

We are submitting our budget for this year's event as follows on the next page. We are requesting additional funding for this year's Synergy Festival 2024.

The attached itemized budget gives details as to where the funds will be utilized. Culturamas Music & Arts and I appreciate your consideration and support.

We are honored to have created the first local grassroots festival that supports and sets a platform for the local art seen and gives our community the opportunity to attend a free festival.

Oralia "Yaya" Ortiz

Oralia "Yaya" Ortiz

CEO

SYNERGY MUSIC & ARTS FESTIVAL 2024 BUDGET

EXPENSES	FUNDS REQUESTING
MC & ORGNAIZERS (4) Stipend	\$4000
Bands/Performers	\$10,000
PUBLICITY	
Promos, Flyers, Paid Advertising	\$4000
Promotional Material	\$2000
Video and Photography	\$1500
Security	\$1000
Equipment	
Tables, chairs, canopy.....	\$900
LIVE ART	
Paint, Brushes, Miscellaneous Supplies	\$3000
Live art DJ	\$800
PERMITS	
Fire Department Permit	\$500
Environmental Health (Food Vendors)	\$500
Event Insurance	\$600
TOTAL FUNDS REQUESTED	\$ 28.800.00



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize Formation of a 2025 Coachella Agricultural Summit Ad-Hoc Committee and Appoint a Councilmember to the Committee

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the formation of an ad-hoc committee tasked with organizing a Coachella Agricultural Summit and appoint a Councilmember as an ad-hoc committee member. The summit will bring together key stakeholders—including large and small farmers, agricultural-related businesses, nonprofits, educational institutions, markets, city officials, and restaurants—to support the agricultural industry in the City of Coachella and strengthen the local food system.

BACKGROUND:

Agriculture has long been a cornerstone of Coachella’s economy and cultural heritage. The city’s agricultural sector plays a vital role in sustaining the local food system, providing employment, and contributing to the city’s overall economic health. However, the sector faces various challenges, including water management issues, evolving market demands, and the need for innovative agricultural practices.

To ensure the sustainability and growth of the agricultural industry, it is crucial to bring together all relevant stakeholders to discuss current challenges, share knowledge, and develop strategies to strengthen the local food system. The City of Coachella once convened the AgSummit in the late 1990s through the early 2000s at Anthony Vineyards and convened farmers, educational institutions, elected officials, and other stakeholders. The proposed Agricultural Summit will serve as a platform for these discussions and will help identify actionable solutions to support the agricultural industry’s future success. In collaboration with Coachella Blue Zone efforts, the summit would explore the intersection between agriculture and health, highlighting how local food production can contribute to better health outcomes for residents.

DISCUSSION/ANALYSIS:

The Agricultural Summit objectives would be as outlined below:

1. **Stakeholder Engagement and Collaboration** – The summit would provide an opportunity to engage stakeholders across the local food system.
 - Foster collaboration among large and small farmers, agricultural-related businesses, schools, nonprofits, food banks, markets, city officials, and restaurants.
 - Facilitate networking and partnership opportunities to support the agricultural industry’s growth and innovation.
 - Develop strategies to address identified challenges and leverage opportunities to enhance the local food system.
2. **Thematic Summit Track Opportunities:**
 - **Agricultural Issues:** Discussion of key agricultural challenges and opportunities, including crop diversification, sustainable farming practices, water management, and access to resources.
 - **Agricultural Research:** Presentation of the latest research and technological advancements in agriculture, with a focus on innovation and sustainability.
 - **Food Security:** Discussion on strategies to ensure a resilient and secure local food system, including food access, distribution, and affordability.
 - **Farm-to-Table Initiatives:** Explore ways to strengthen connections between local farmers and restaurants, schools, and markets to promote the use of locally sourced food.
 - **Regenerative Agriculture:** Discuss regenerative farming practices that improve soil health, enhance biodiversity, and increase farm resilience to climate change.
 - **Urban Agriculture:** Investigate opportunities for urban farming initiatives, including community gardens and rooftop farms, to increase local food production.
 - **Labor and Workforce Development:** Address labor challenges in the agricultural sector, including workforce training, retention, and the promotion of fair labor practices.
 - **Marketing and Branding of Local Produce:** Strategies for marketing and branding local agricultural products to increase consumer awareness and support for local farmers.
 - **Agritourism:** Examination of opportunities to promote agritourism as a means of supporting local farmers and boosting the city’s economy.

Ad-Hoc Committee

In order to plan this effort it is recommend that an ad-hoc committee be established to meet monthly with the following recommended members:

- Councilmember Appointed
- Janell Percy, Growing Coachella Valley
- Juan de Lara, former Coachella Mayor and original AgSummit organizer
- Office of County Supervisor V. Manuel Perez representative
- Hidden Harvest representative, nonprofit
- Temalpakh Farms, Augustine Band of Cahuilla Indians
- Riverside County Office of Nutrition and Health Promotion representative

- Coachella Valley Unified School District representative
- Coachella Valley Water District
- City staff

GENERAL PLAN CONSISTENCY:

The Agricultural Summit would assist in implementation of the Coachella General Plan as outlined below:

Sustainability and Natural Environment Element
<p><u>Goal 5 Agricultural Preservation</u></p> <ul style="list-style-type: none"> • Agricultural Economy - Maintain and support a viable agricultural economy within the City that recognizes the community's agricultural heritage. • Agricultural Preservation and Preservation Tools • Water-efficient agriculture • Right to Farm - Support the right of existing farms to continue operations. • Farmworker Housing <p><u>Implementation Actions:</u></p> <ul style="list-style-type: none"> • Agriculture education park (#7) • Right to Farm Ordinance (# 8)
Community Health and Wellness Element
<p><u>Goal 5 Local Food System</u></p> <ul style="list-style-type: none"> • Local food production • Farmer's markets • Community gardens • Edible school yards • Zoning for small scale food production • Community kitchens <p><u>Goal 6 Healthy Food Access</u></p> <ul style="list-style-type: none"> • Healthy food retail • Food Access • Elimination of hunger • Nutrition Education • School food <p><u>Implementation Actions:</u></p> <ul style="list-style-type: none"> • Edible landscapes (#21) • Community garden and composting education (#22) • Gardening tools and resources (#23) • Emergency Food (#24)

FISCAL IMPACT:

The estimated cost of organizing the Agricultural Summit is unknown and will be determined as the ad-hoc committee convenes, including venue rental, marketing, and workshop materials. Potential funding sources include sponsorships, registration fees, and contributions from local businesses and organizations.

ALTERNATIVES:

- 1) Authorize formation of a Coachella Agricultural Summit ad-hoc committee to implement Coachella General Plan Goals and appoint a Councilmember to serve on the committee.
- 2) Deny formation of a Coachella Agricultural Summit ad-hoc committee and suggest implementation of Coachella General Plan Goals through other methods.
- 4) Continue this item and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1.

Attachments:

1. 1999 AgSummit Program and newspaper articles

Summit to focus on agricultural offerings

Item 26.

Growers played \$425 million role in the valley's economy last year

By LOU HIRSH
THE DESERT SUN

COACHELLA — Rising costs, increased foreign competition and encroachment of housing development are among key issues weighing on the minds of Coachella Valley agricultural growers these days.

Those will be discussed Thursday at the fifth annual AgSummit in Coachella, being held at Anthony Vineyards and presented by the city of Coachella's Economic Development Department. But event organizers say the emphasis is being placed on what local growers have to offer the public, in spite of the challenges.

The overall theme for the conference — with an expected attendance of about 300 — is "From the Field to the Table for Your Health," featuring a panel led by valley family farmers. Local chefs will present a demonstration of cooking with locally grown products.

AWARENESS: Event organizers say the main purpose of the annual summit is raising public awareness about an economic powerhouse that many valley residents may not know is in their backyard. One goal is spreading the message that consumer choices made at the grocery store also impact the health of the local economy.

"We wanted to get the word out to the rest of the valley about all that is grown out here in the east valley," said Lorie Williams, chairman of the summit organizing committee, who is also a redevelopment director with the city of Coachella.

The valley's agricultural



TAYA KASHUBA, THE DESERT SUN

New homes at Tierra del Sol are being built on Avenue 48 near the intersection of Jackson Street in Coachella. The rapid growth of new housing developments in east valley communities like Indio, Coachella and La Quinta pose substantial challenges to the valley's agricultural community.

Surveying the landscape

These were among responses given by about 100 Coachella Valley growers to a recent survey by Best Best & Krieger, in advance of this year's agricultural summit.

1. What are your expectations for overall financial results for 2003, compared with 2002?

Will improve	23 percent	
Will decline	42 percent	
Will stay the same	36 percent	

2. Reasons for improvement (multiple responses allowed):

Increased sales or output	88 percent	
Addition of product or service lines	38 percent	
Decreased operating costs	25 percent	
Merger or acquisition	13 percent	

3. Reasons for decline (multiple responses allowed):

Increased operating costs	92 percent	
Increased foreign competition	61 percent	
Decreased sales	38 percent	
Increased domestic competition	31 percent	
Decreased consumer spending	23 percent	

4. How do you feel the pace of development is proceeding in the Coachella Valley?

Too rapid	60 percent	
Just right	33 percent	
Too slow	7 percent	

5. What are your most pressing business concerns? (Multiple responses allowed)

Government regulations	47 percent	
Labor costs	33 percent	
Local economy	20 percent	
Increasing sales/market share	20 percent	
Water issues	17 percent	
Increased foreign competition	17 percent	
State economy	10 percent	

SOURCE: BEST BEST & KRIEGER LLP

THE DESERT SUN

industry, which grows dozens of products ranging from dates and table grapes to lettuce and bell peppers, last year generated more than \$425 million in total agricultural revenue, in fact, is second only

to tourism as a regular economic force in the valley.

But Williams said growers are faced with a num-

If you go

What: Coachella Valley AgSummit 5

When: Thursday, Nov. 13, 8 a.m. to 1:30 p.m.

Where: Anthony Vineyards, 52-301 Enterprise Way, Coachella

Keynote speaker: PBS host Huell Howser

Information or reservations (\$25): City of Coachella Economic Development Department, 398-3502, Ext. 233; www.agsummit.org

ber of issues making them question the future viability of local farming, not the least of which is the rapid growth of new housing development in east valley communities like Indio, Coachella and La Quinta.

DEVELOPMENT: "So much of the acreage out here is being bought up by developers who are building houses on it," Williams said.

A survey done for the conference by the law firm Best Best & Krieger LLP indicates that growers are **Please see SUMMIT, E3**

Item 26.

Reservation Form

Area Bus Tour
8:00 am to 9:45 am ___ x \$5

Conference & Lunch
10:00 am to 1:30 pm ___ x \$15

Walking Tour
1:45 to 2:15 No Charge

Display
Freestanding or Tabletop ___ x \$25

Total \$ _____

Names of Attendees

Firm

Names

Reservation deadline is 11/18/99.
Tickets held at door. Please make
check payable to, and mail to:
City of Coachella, 1515 6th St.,
Coachella, CA 92236.

For more information, contact:
Coachella Chamber of Commerce at
760-398-8089

City of Coachella

1515 6th Street
Coachella, CA 92236

The City of COACHELLA

Presents the

Ag Summit

Featuring

Senator David Kelley

37th Senate District

Learn the Real Story
of Our Valley's
Largest Industry!

Sponsored by

Desert Pacific Properties

Peterson-Slater-Osborne

Accountancy Corporation

Coachella Valley Insurance

Coachella Valley Enterprise Zone

Coachella Chamber of Commerce

Keynote Speaker

Senator David Kelley



Senator Kelley has over 40 years of experience as a citrus rancher. He is currently the Vice-Chair of the Senate Agriculture and Water Resources Com-

mittee. He will bring this unique combination of experience to the AgSummit. His address will cover important topics of water availability, foreign agriculture competition, and other current issues.

AgSummit 99

PRESENTED BY - City of Coachella

DATE - November 23, 1999

TIME - 10:00 am to 1:30 pm

LOCATION - Anthony Vineyards, 52-301 Enterprise Way, Coachella

ADMISSION - \$15.00 includes lunch

Talk To The Experts

FIND OUT ABOUT

- Housing vs. Agricultural
- Water - Is There Enough?
- How did agriculture start in the Coachella Valley?
- Who grows what crops

TOUR THE AREA

Take an early morning Bus Ride and see the growers in action.

In the afternoon a walking tour of a packing house operation will be offered after the conference. Sign up for one both on the reservation form.

DISPLAY OPPORTUNITIES

Space for freestanding or table top displays is available. Sign up on the reservation form.

Program

Welcome

Gilbert Ramirez,
Mayor, City of Coachella

Introduction

Juan De Lara, Master of Ceremonies

History of Ag in the Valley

Paul Ames,
The Ames Group

Today's Ag Issues

Bobby Binco,
Anthony Vineyards (grapes)
Jeff Persey, Ocean Mist Farms, (row crops)
Les Vaccarello, Desert Valley Date, Inc.

Water Issues

Tom Levy, CVWD

Agricultural Research Institute for Deserts

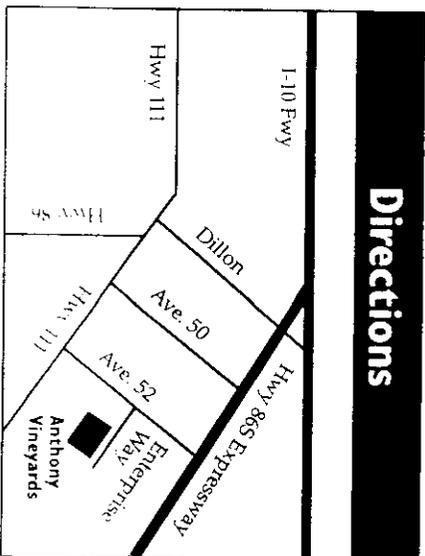
Mike Stranghelli, UCR

Lunch

Keynote Speaker

Senator David Kelley

Directions



Indio Post

SERVING THE COMMUNITIES OF INDIO, COACHELLA, THERMAL, MECCA AND NORTH SHORE



Judith Salkin/Indio Post

osky (left), a Chippewa Cree of Kimple, a Comanche from Alameing Grand Entry at the Powwow of Mission Indians in Indio. The e fancy dress category at the three-



Judith Salkin/Indio Post

lancers in fancy dress and shaw center grounds during the Grand Powwow hosted by the Cabazon Indio. The 13th semi-annual drew the U.S. and Canada.



Mark Simmons/Indio Post

AgSummitt '99: Audience members listen as Senator David Kelley speaks at last week's AgSummitt '99 held in Coachella. More than 200 members of the community were on hand for the annual conference at Anthony Vineyards.

AgSummitt '99 gives local growers insight on future of agriculture in Coachella Valley

By MARK SIMMONS
Indio Post

More than 200 ranchers, farmers and other community members associated with agriculture turned out for the first-ever AgSummitt '99 conference held on Nov. 23 at Anthony Vineyards in Coachella.

AgSummitt '99 was a collaboration of a number of Coachella-based agricultural businesses and the Coachella Chamber of Commerce. Attendees of the conference were given the opportunity to learn about the history of agriculture, the future of agriculture in the valley and also had the opportunity to participate in a roundtable discussion with other industry leaders. Also in attendance at the conference was State Senator David Kelley who delivered the Keynote Address.

"Agriculture is probably the most efficient industry there is. In California alone, we rank as the largest in the nation," Kelley said. "We've become so efficient,

we've created some problems for ourselves in a sense that the technology we have has become so advanced, that if ranchers or farmers don't keep up with it, they might find themselves out of business."

Kelley, who is a third generation citrus grower in Hemet and the only rancher in the state senate, said agriculture from California alone supplies more than 60 percent of the world with fruits and vegetables.

Kelley explained that one of the reasons why California is one of the agricultural leaders is because of affordability. However, due to new laws which are slated to be passed sometime in 2001, Kelley fears that many of the smaller ranchers and farmers in the state may be phased out of business.

"One of the biggest issues facing our industry is the fact that many of the pesticides we use are being phased out. Certain pesticides are needed because they help us keep the costs down to the consumer," added Kelley.

The pesticide Kelley alluded to is methyl bromide. Methyl Bromide is primarily used on fruit trees and vegetables to ward off various bugs and funguses.

"That's one of the main pesticides that growers depend on and we're going to have to try to come up with an alternative so we can continue providing quality produce which is also affordable at the same time," Kelley said.

Another major issue facing the agricultural industry is water availability. Kelley explained that the trend now is to transfer water from rural areas to major metropolitan areas.

"As the population grows, so do our water demands, and as growers we need to do all we can to ensure that there's enough water available for our crops," Kelley emphasized. "The water we now receive from the Colorado River is our life blood to the eastern Coachella Valley. We

See AG SUMMIT/page 2

Opinions & Letters page 7
Community News page 3,6

Healthy News page 5
Golf page 12

Entertainment pages 14,16
Automotive page 18

Public Notices pages 25-27
Classified pages 23-24



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Approve First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year in the Amount of \$508,206

STAFF RECOMMENDATIONS:

1. Approve the First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year in the Amount of \$508,206.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute said contract

BACKGROUND:

The City of Coachella collaborates with the Riverside County Department of Animal Services (RCDAS) for local animal control services. Through the agreement, RCDAS enforces local licensing requirements, investigates situations of animal neglect, shelters and cares for lost and abandoned animals, and promotes responsible pet ownership through public outreach. On July 1, 2021, the previous three-year agreement expired on June 30, 2024. Staff recommends approving the First Amendment to the agreement, extending the service relationship through June 30, 2025.

The City of Coachella has contracted with County Animal Services to provide a variety of animal services. Those services include:

- Responding to calls for field service assistance
- Impounding animals found at large
- Providing humane care and treatment of stray or abandoned animals
- Investigating reported bites by animals
- Quarantining animals suspected to be rabid
- Responding to and processing nuisance complaints
- Removing deceased animals from the public right-of-way
- Encouraging the return of any lost or stray animal
- Inspecting and issuing permits for dog kennels and catteries

- Enforcing appropriate provisions of ordinances

DISCUSSION/ANALYSIS:

On May 30, 2024, RCDAS provided a letter (Exhibit “A”) to all City Partners that the County Executive Officer and Board of Supervisors (the Board) to increase rates by 5% on all contracts for Fiscal Year 2024-2025. RCDAS will be proposing amendments to Ordinance No. 534 and No. 630 that will streamline processes, increase efficiency and update practices to be in line what is practiced nationwide and recommend that all City Partners adopt those versions of these County Ordinances once adopted by the Board.

Below is RCDAS proposed rates for Fiscal Year 2024-2025:

DEPARTMENT OF ANIMAL SERVICES		
FY 24-25 CONTRACT CITY RATES		
PROPOSED ANIMAL CONTROL OFFICER (ACO) RATES		
POSITION	CURRENT RATE FY 2023/2024	PROPOSED RATE FY 2024/2025
ACO (Hourly Rate)	\$131.31	\$137.88
ACO (Overtime/Hourly- minimum call out of 2 hours)	\$170.15	\$178.66
PROPOSED DAILY SHELTERING RATE		
SERVICE	CURRENT RATE FY 2023/2024	PROPOSED RATE FY 2024/2025
Daily Sheltering Rate	\$34.10	\$35.81
PROPOSED LICENSE PROCESSING FEES		
SERVICE	CURRENT RATE FY 2023/2024	PROPOSED RATE FY 2024/2025
License Processing Fee	\$11.35	\$11.92
PROPOSED IMPOUND FEES		
LOCATION	CURRENT RATE FY 2023/2024	PROPOSED RATE FY 2024/2025
Blythe	\$6.90	\$7.25
San Jacinto	\$10.44	\$10.96
CVAC	\$10.86	\$11.40
Jurupa Valley	\$12.53	\$13.16
OTHER PROPOSED FEES		
SERVICE	CURRENT RATE FY 2023/2024	PROPOSED RATE FY 2024/2025
Large Animal-Horses	\$20.00	\$21.00
Large Animal-Donkey, Sheep	\$12.00	\$12.60
Deads	\$70.00	\$73.50
Wildlife	\$138.00	\$144.90

The new agreement (Exhibit “B”) is significantly the same, but does incorporate changes in the compensation paid to the County, as highlighted in the Financial Summary section above. Staff is also recommending purchasing optional services that will address some regional animal control issues by providing four (4) Shot/Spay and Neuter Bus Services events. The cost of each event will be \$3,000 for a total of \$12,000, which includes the cost to provide three (3) clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by the City.

ALTERNATIVES:

1. Recommend denial of First Amendment.
2. Continue this item and provide staff with direction.

FISCAL IMPACT:

Overall, the annual cost for services for Fiscal Year 2024-2025 is estimated to total \$508,206, but actual costs will vary depending on field-service personnel overtime, animal calls, and the number of licenses issued. On July 10, 2024, the City Council approved a budget appropriation for Fiscal Year 2024-2025 for animal control services in the amount of \$514,500, so the proposed cost is within budgeted parameters and there will be no additional impact to the General Fund.

RECOMMENDED ALTERNATIVE(S):

1. Exhibit “A” – Letter from RCDAS to City Partners with Proposed Rates for Fiscal Year 2024-2025
2. Exhibit “B” - First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year



Erin Gettis, Director
Dr. Kim Youngberg, Deputy Director

May 30, 2024

City of Coachella
Attn: Rene Rosales
53990 Enterprise Way
Coachella, CA 92236

Re: Increase to Contract Rates - Recommendation to the Board of Supervisors on June 25, 2024

Greetings City Partner,

As we approach the end of Fiscal Year 2023-2024, the Riverside County Department of Animal Services, and all County departments, received strategic direction from the County Executive Office and Board of Supervisors (the Board) to increase rates by five percent on all contracts for Fiscal Year 2024-2025. This includes all contracts with our partner Cities where the Department of Animal Services (the Department) provides field, shelter and/or licensing services to the City. The proposed contract rates for the upcoming fiscal year, as shown in the attachment to this letter, will be recommended to the Board on Tuesday, June 25, 2024. If adopted, the new rates will go into effect on August 1, 2024, unless otherwise indicated in a City's service agreement. Starting in August, the billing statement will reflect the increase in contract rates. The first statement will be sent out in September and subsequent statements following thereafter. Please be advised, the Department will be offering one year contract amendments to all of our cities to continue providing services.

The County conducted a rates study and determined that implementing a full cost recovery approach was not the most reasonable option for our City partners. The fees would be substantially higher if the County were to adopt the full cost recovery model instead of the proposed five percent increase. Essentially, there would be a considerable difference between the current amount paid by the City and the amount that the City would pay under the full cost recovery model. County Board Policy No. B-4 requires that County departments recover the actual cost of providing services.

Finally, please be advised that the Department of Animal Services will soon be proposing amendments to Ordinance No. 534 and Ordinance No. 630. These Ordinance Amendments will streamline processes, increase efficiency, and update practices to be in line with what is practiced nationwide. We encourage your City to promptly adopt any revised versions of these County Ordinances once adopted by the Riverside County Board of Supervisors.

Riverside County
DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren Blvd, Jurupa Valley, CA 92509
(951) 358-7387 • FAX (951) 358-7300 • TDD (951) 358-5124
Website: www.rcdas.org



Erin Gettis, Director
Dr. Kim Youngberg, Deputy Director

During this fiscal year (from July 1, 2023 to April 30, 2024), the Department of Animal Services has impounded a total of 31,140 live and dead animals. To help decrease the amount of impounds at the shelters, the staff at Animal Services remain dedicated to reuniting pets with their owners and we encourage residents to do the same. Our shelter team works tirelessly to find loving homes for animals promptly which reduces their length of stay. In February 2024, the Department initiated the 5,000 Cat Challenge with the goal of saving the lives of an additional 5,000 cats. This initiative is intended to promote trap-neuter-return and shelter-neuter-return, the health of Riverside County cats and improve the outcomes. Other public provided services that the department offers are mobile spay and neuter clinics, wellness clinics, and adoption events. These efforts also help reduce costs for City partners, improve shelter conditions and lower euthanasia rates.

The County Department of Animal Services appreciates the opportunity to continue the positive partnerships that we have developed with your City. If you have any questions or want to discuss this further, please contact Harold Jones at email: hsjones@rivco.org or 951-903-0996 or Thaise Sermons-Krishnan at email: tskrishn@rivco.org or (951) 358-7545.

Sincerely,

Erin Gettis
Director of Animal Services



Erin Gettis, Director
 Dr. Kim Youngberg, Deputy Director

DEPARTMENT OF ANIMAL SERVICES		
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**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
COACHELLA AND THE COUNTY OF RIVERSIDE**

This First Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER SERVICES between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”) and the CITY OF COACHELLA (“CITY”), herein referred to as the “First Amendment”, dated as of the Effective Date (defined herein), amends the Agreement as follows:

RECITALS

WHEREAS, COUNTY and CITY entered into an Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside for the provision of Animal Control Field and Shelter Services (“Original Agreement”) for a term commencing July 1, 2021 through June 30, 2024; and

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on October 5, 2021, in Minute Order 3.2; and

WHEREAS, the COUNTY has continuously provided the CITY with Animal Control Field and Shelter Services since July 1, 2021; and

WHEREAS, the Agreement authorizes amendments to the Agreement with the approval of the Board of Supervisors of COUNTY and City Council of CITY; and

WHEREAS, COUNTY and CITY desire to extend the term of the Agreement until June 30, 2025; and

WHEREAS, COUNTY and CITY desire to amend the Agreement to reflect changes in the compensation, license fees and payment provisions.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CITY agree as follows:

1. Recitals – The recitals set forth above are true and correct and incorporated herein by reference.
2. Effective Date and Term. “The “Effective Date” of this First Amendment shall be July 1, 2024 and shall terminate on June 30, 2025 unless terminated earlier as provided herein under **Section VI, Termination.**”
3. Exhibit “A,” Exhibit “B” and Exhibit “C” of the Agreement are hereby removed in their entirety and replaced with Exhibit “A-1,” Exhibit “B-1,” and Exhibit “C-1” attached hereto and incorporated herein by this reference.

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
COACHELLA AND THE COUNTY OF RIVERSIDE**

4. Entire Understanding. This First Amendment and the Original Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Original Agreement.

5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.

6. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

7. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
COACHELLA AND THE COUNTY OF RIVERSIDE**

IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE

CITY OF COACHELLA

By: _____
Chuck Washington, Chair
Board of Supervisors

By: _____
Dr. Gabriel Martin
City Manager

ATTEST:

ATTEST:

Kimberly Rector
Clerk of the Board

Angela Zepeda
City Clerk

By: _____

By: _____

APPROVED AS TO FORM:
Minh Tran
County Counsel

APPROVED AS TO FORM:

By: _____
Bruce G. Fordon
Deputy County Counsel

By: _____
Carlos Campos
City Attorney

**CITY OF COACHELLA EXHIBIT “A-1”
SCOPE OF ANIMAL CONTROL FIELD SERVICES**

The County of Riverside (“COUNTY”), agrees to provide the following Animal Control Field Services for the City of Coachella (“CITY”):

1. **Provision of Field Services:** The Animal Control Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit “A” below.
 - 1.2 **Impoundment:** County shall impound all animals found at large and collect and retain such impound fees as established by COUNTY’s Board of Supervisors.
 - 1.3 **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal in accordance with State law.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
 - 1.5 **Quarantine:** Quarantine all animals suspected to be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the California Department of Public Health, and COUNTY policy.
 - 1.6 **Nuisance Animal Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code (“Title 6”). CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
 - 1.7 **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where the animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State of California Department of Transportation by telephone, facsimile, email or other means.
 - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 - 1.9 **Kennels and Catteries:** COUNTY shall inspect and issue permits to operate dog kennels and catteries within CITY pursuant to Title 6 and collect fees in connection therewith.
 - 1.10 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, as necessary, including the issuance of warning notices or citations, for violations of the provisions of said Code. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.
 - 1.11 **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as described in Section 5 below.

- 1.12 Complaints:** The CITY and COUNTY shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or problem in the performance of services under this contract. When a complaint is received that requires a response from either PARTY, the CITY and COUNTY representatives designated for addressing complaints shall meet and confer to investigate and address the complaint within a reasonable time period.
- 2. Shelter Care and Disposition Services:** The COUNTY shall shelter CITY's animals at the County Animal Shelter, or other COUNTY operated shelter at the COUNTY's discretion.
- 3. Provision of Supplies, Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) and equip it with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Vehicles shall be replaced at the COUNTY's discretion. The COUNTY shall fuel and maintain said vehicles. COUNTY shall also provide all other supplies, medications, pharmaceuticals, and equipment necessary for the efficient and effective operation of animal control field services provided herein.
- 4. Missing or Stolen Animals:** COUNTY shall file a report with the appropriate law enforcement agency within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.
- 5. Priority of Field Services:**
- 5.1 Definitions:**
- 5.1.1** "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Title 6, related State law, and where applicable, County of Riverside Ordinances, and are assembled for expediency into two categories: Emergency and Non-Emergency.
- 5.1.2** "Priority Ranking" refers to the order of priority with which a call will be handled. All calls shall go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is exceptional, as defined in Section 5.4 of this Exhibit "A," it shall be referred to the supervisor for evaluation and processing.
- 5.1.3** "Regular Service Hours" are the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
- 5.1.4** "Limited Service Hours" are the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays.
- 5.1.5** "Holidays" are as those days as established by the COUNTY and the CITY wherein the CITY or COUNTY is closed for service on a day that would otherwise be a regular service day.
- 5.2** Field service activities shall be performed daily and are generally based on both the Priority Ranking and on Limited Service Hours. All calls involving imminent danger will be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and on Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Hours which are of an emergent nature pursuant to this E

assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

5.3 Telephone service: The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit "A." The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and requires immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls then be scheduled for response in accordance with this Exhibit "A."

5.4 Calls considered as Emergencies to be handled Without Delay:

- 5.4.1 Animals endangering health or safety of the community.
- 5.4.2 Police Department requests for service.
- 5.4.3 Sick or injured stray animals.
- 5.4.4 Animals in distress.
- 5.4.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 5.4.6 Venomous snakes
- 5.4.7 Dead animal removal, Summer months only between June 1 and August 31 during Regular Business Hours

5.5 Calls Considered as Non-Emergency to be handled during Regular Business Hours:

- 5.5.1 Pick-up confined, healthy, stray-animals.
- 5.5.2 Dead animal removal, between September 1 and May 31.
- 5.5.3 Quarantine investigations.
- 5.5.4 Leash law enforcement.
- 5.5.5 Nuisance animal investigations.
- 5.5.6 Permit investigations.

5.6 Exceptions:

The Director of Animal Control or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require.

6. Quarterly Reports:

COUNTY shall furnish to the City Manager, or designee, quarterly and annual reports detailing field services provided that quarter. Upon reasonable notice to COUNTY, CITY may inspect any facility or records to verify the data contained in the reports.

CITY OF COACHELLA
EXHIBIT “B-1”
SCOPE OF ANIMAL SHELTERING SERVICES

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Animal Shelter Services for the City of Coachella (“CITY”). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY’s animals at the Coachella Valley Animal Campus (“Shelter”), or other shelter operated by COUNTY at COUNTY’s discretion.

The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty-four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services” shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter’s website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed, microchipped, and spayed/neutered and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner’s expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals at the rate as set forth in **Exhibit “C,”** Payment Provisions.
 - h. “Care” includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. “Adoptable Animal” shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal’s health in the future. Dogs declared “vicious” or “potentially dangerous” under State and/or local laws shall be deemed unadoptable.
3. “Treatable” shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. “Treatable” shall also mean an animal with behavioral

conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. "Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the shelter by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided:** COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies:** COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods:** COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.
7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or

involved in a bite investigation.

- a. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter. Quarantined animals may be quarantined at the owner's home or an alternate location.
9. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate.
 - a. **Animals Surrendered by their Owners:** Owner Surrenders will be impounded on a case by case basis. Diversion programs will be offered to assist with pet retention. CITY shall direct their constituents to consult with COUNTY to surrender their pet. COUNTY will offer CITY's constituents assistance through diversion programs.
 10. Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate. CITY Animal Control Officers shall refer constituents requesting to surrender their animal to COUNTY for a diversion consultation. CITY shall not accept owner surrenders in the field prior to the constituent consulting the COUNTY.
 11. **Wildlife:** COUNTY and CITY Animal Control Officers will work with constituents to ensure public safety while maintaining wildlife in the wild. COUNTY and CITY Animal Control Officers will triage wildlife reports to determine the appropriate response. Wildlife will be impounded if there is a public safety hazard, if the animal's welfare is at risk, if the animal is injured or orphaned, if the animal has been involved in a bite, or involved in an animal cruelty investigation.
 12. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
 13. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY. Animal Control Officers shall attempt to return animals in the field prior to delivering the impounded animal to the shelter. Animal Control Officers shall scan animals in the field for microchips, call phone numbers on tags or research license numbers in an effort to reunite animals in the field.
 14. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight

- e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.
15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
 16. **Adoption:** Animals identified as being available for adoption shall be up for adoption in the shelter or off-site location, or by posting online.
 17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751.3. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
 18. **Microchipping:** In accordance with California Food and Agricultural ("F&A") Code Sections 31108.3 and 31752.1, COUNTY shall ensure that all dogs and cats being reclaimed, adopted, or transferred to a new owner are microchipped with current information prior to leaving the shelter.
 19. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108 and 31752 that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. The public or private shelter or organization must be approved by COUNTY prior to the transfer of any animals. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
 20. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
 21. **Community Cat Program (CCP):** COUNTY shall determine a cat's eligibility for the CCP. If it is determined that a cat is eligible, the cat will be spayed/neutered, vaccinated, and eartipped. Once cat has recovered, the cat will be returned to place of origin.
 22. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.

23. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.
24. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
25. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
26. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
27. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.
28. **LICENSE FEES (Section 2 of Riverside County Ordinance 630):** Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY's Board of Supervisors, from time to time.
29. **RABIES VACCINATION CERTIFICATE DATA:** Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY's website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.
30. **COLLECTION OF LICENSE FEES:** CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain \$11.92 per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the total of

\$11.92 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY’s licensing database.

D. COMPENSATION

- 1. **Compensation for Animal Shelter Services:** Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$21 per animal, per day for horses and cattle, and \$12.60 per animal, per day for swine, goats and sheep in accordance with COUNTY’s Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.
- 2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY’s boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY’s current fee schedule.
- 3. **Outreach Activities:** CITY shall work with COUNTY to promote responsible pet ownership, lost and found animals, mutually agreeable animal welfare programs, Spay/Neuter Services, and through its own social media pages. If requested by CITY, the daily flat rates for vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at the rates below:
 - a. **Vaccination or Spay/Neuter Clinic:** The cost includes staff, vaccinations and microchips, free to constituents with two hundred (200) animal cap per event for vaccination clinic OR thirty (30) animal cap per event for spay/neuter. The clinics are billed on actual use.

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**CITY OF COACHELLA
EXHIBIT "C-1"
PAYMENT PROVISIONS**

City of Coachella ("CITY") shall compensate the County of Riverside ("COUNTY") on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by the CITY's Master Fee Schedule, as amended from time to time, and COUNTY's Board of Supervisors' fee schedule, as amended from time to time; relative to the services to be performed under this Agreement as follows:

Field and Shelter Services Estimate

Service	Quantity	Cost	Annually	Monthly
Full Time Animal Control Officer	2,080	\$286,790.40 ea.	\$286,790.40	\$23,899.20
Estimated Overtime*	153.50	\$178.66/hour	\$27,424.31	\$2,285.36
Animal Sheltering**	4,342	\$35.81/day	\$155,487.02	\$12,957.25
Wildlife Impounds**	4	\$144.90/per	\$579.60	\$48.30
Deceased Animal Pick-Up and Disposal**	170	\$73.50/per	\$12,495.00	\$1,041.25
O&M **	719	\$11.40/impound	\$8,196.60	\$683.05
License Processing***	439	\$11.92 per license	\$5,232.88	\$436.07
Total Estimated Cost**			\$496,205.81/FY	\$41,350.48/month

* Overtime/stand-by field services \$178.66 per hour (minimum of two (2) hours per call, with a two (2) hour charge per each call).

**Cost will fluctuate based on actual overtime, wildlife calls and deceased animal pickups. Optional Services are not included in the total.

**Rates are subject to change as adopted by the Board of Supervisors, as specified in Section III of this Agreement.

***License processing cost may vary based on number of licenses sold. COUNTY shall retain \$11.92 for each license sold, and remaining balance of license will be credited back to the CITY on a monthly basis.

Sheltering:

Animal Sheltering costs at the Coachella Valley Animal Campus is \$35.81 per kenneling day, and it would be billed based on actual impounds. COUNTY shall provide CITY with a monthly invoice that includes actual impound statistics. The invoice will detail the number of animals impounded and the total number of kenneling days, plus all other applicable fees.

Operational and Maintenance (O&M):

O&M is charged at \$11.40 per stray dog or cat impound.

Livestock and Other Impound Fees:

Large Animal Sheltering @ \$21/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on actual use).

Large Animal Sheltering @ \$12.60/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use).

Wildlife impound fee: \$144.90 per impound

Deceased animal pickup fee: \$73.50 per animal

Optional Services

Daily flat rates for shot clinics and/or spay and neuter bus services will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

Shot Clinic or Spay and Neuter Bus Services:

\$3,000 per event flat rate billed actual use**

(The cost to provide three (3) clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by CITY.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Agreement for Law Enforcement Services Between the City of Coachella and the County of Riverside From July 1, 2024 through June 30, 2029

STAFF RECOMMENDATION:

1. Approve the agreement for law enforcement services between the City of Coachella and the County of Riverside from July 1, 2024 through June 30, 2029 (Exhibit "A").
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Coachella currently contracts with the Riverside County Sheriff's Department, which provides 90 hours of general law enforcement services per 24-hour period. In addition to general law enforcement services, the City of Coachella funds a dedicated sergeant position, and three deputy sheriff positions, which make up the Coachella Community Action Team (CCAT). There is one deputy sheriff assigned to each of the following Task Forces: the Coachella Valley Narcotics Task Force, the Coachella Valley Violent Crime and Gang Task Force, and the Post Release Accountability and Compliance Team (PACT). In Fiscal Year 2019-2020, the City of Coachella added two Community Service Officer (CSO) positions. In Fiscal Year 2021-2022, the City of Coachella added a third CSO, which is funded by a three-year California Healthcare, Research and Prevention Tobacco Act of 2016 (Prop 56) and administered by the California Department of Justice that will expire on June 30, 2025. The police services budget total for the FY 23-24 is \$10,760,440. The budget includes line items for operations, overtime, special events, facility fees, CAL-ID, jail access, professional services, vehicle mileage, and traffic programs. The current law enforcement services contract with the County of Riverside expired on June 30, 2024.

In 2008, the level of service included 110 patrol hours per day, 2 Special Enforcement Team Deputies, a dedicated Sergeant, a School Resource Deputy, a Gang Task Force Deputy, a Narcotics Task Force Deputy, 2 Motor Officers and 2 Community Service Officers. In 2024, the current level of service includes 90 patrol hours per day, 3 Special Enforcement Team Deputies, a

dedicated Sergeant, a Gang Task Force Deputy, a Narcotics Task Force Deputy, a PACT Deputy (Reimbursed) and 3 Community Service Officers (1 Tobacco funded). As a result, the current level of service is less with a higher population and community need than it was in 2008.

The City of Coachella has experienced a steady population, housing and economic growth since 2008. Pursuant to the 2019 Southern California Association of Government (SCAG) Report, Coachella's population has grown at a rate of 18%, from 38,521 in 2008 to 43,590 in 2024, whereas the law enforcement level of service has not adjusted or grown in proportion to meet the needs and demands of the community.

DISCUSSION/ANALYSIS:

On July 10, 2024, during presentation on the 2024-2025 annual operating budget (Item 5), the City Council wanted to explore the possibility of increasing law enforcement services for the residents of the City and wanted to develop a plan for those expanded services. On July 10, 2024 (Item 29), the City Council approved a budget appropriation for Fiscal Year 2024-2025 for law enforcement services in the amount of \$11,268,079. At the request of the City Manager, the following 5-year plan (Exhibit "B") for an increase in law enforcement services is as follows:

- **In Fiscal Year 2024-2025 (Year 1) – The City will add a Traffic Enforcement Deputy:**

Increase law enforcement services with the addition of one dedicated deputy sheriff position for the purpose of traffic enforcement. The cost of amendments all-inclusive over current contract services is estimated to be \$426,000.

Current Contract without Traffic Enforcement Deputy: \$10,823,000

Total Contract with Traffic Enforcement Deputy: \$11,249,000

- **In Fiscal Year 2025-2026 (Year 2) – The City will add a CCAT Deputy and CSO to replace Tobacco Grant CSO:**

Increase law enforcement services with the addition of one dedicated CCAT deputy. This will even out the numbers on the team and allow even pairing of staff for enforcement. This would also assist with special events staffing such as the 4th of July, El Grito, etc.

Addition of one CSO to replace the expiring tobacco grant position. This CSO would be utilized as a community outreach position to continue the work of enforcement and education of the tobacco related violations, prevention/education at schools and added responsibility of community outreach programs such as neighborhood watch. The cost of amendments all-inclusive over current contract services is estimated to be \$1,067,000.

Current Contract without CCAT Deputy and CSO: \$11,348,000

Total Contract with CCAT Deputy and CSO: \$12,415,000

- **In Fiscal Year 2026-2027 (Year 3) – The City will increase contract hours from 90 per day to 96:**

Current contract is for 90 hours of patrol service. With the deputies working 12 hour shifts this equates to 4 deputies during dayshift and 3 deputies during night shift. Raising the contract hours to 96 would allow even distribution of shift personnel to 4 deputies per shift (day & night). The cost of amendments all-inclusive over current contract services is estimated to be \$1,692,000.

Current Contract without the increase of hours: \$11,899,000

Total Contract with the increase of hours: \$13,591,000

- **In Fiscal Year 2027-2028 (Year 4) – The City will add a 2nd Traffic Enforcement Deputy:**

Increase law enforcement services with the addition of one dedicated deputy sheriff position for the purpose of traffic enforcement. This would raise traffic staffing to two traffic deputies. With anticipated increase in population, traffic congestion, and collisions, a second deputy would be recommended. This would also be with the anticipation of converting these two positions to motorcycle enforcement officers in Fiscal Year 2028-2029. The cost of amendments all-inclusive over current contract services is estimated to be \$2,277,000.

Current Contract without 2nd Traffic Enforcement Deputy: \$12,514,000

Total Contract with 2nd Traffic Enforcement Deputy: \$14,791,000

- **In Fiscal Year 2028-2029 (Year 5) – The City will convert two existing Traffic Enforcement Deputies to two Motorcycle Enforcement Deputies:**

Convert the two existing traffic enforcement deputy positions into motorcycle enforcement deputies. The suggested conversion would increase the efficiency of traffic enforcement within the City of Coachella Motorcycle enforcement is best utilized in pairs. The cost of amendments all-inclusive over current contract services is estimated to be \$2,358,000.

Current Contract without two Motorcycle Enforcement Deputies: \$13,072,000

Total Contract with two Motorcycle Enforcement Deputies: \$15,430,000

ALTERNATIVES:

1. Approve Agreement for Law Enforcement Services with City Council modification.
2. Recommend denial of Agreement for Law Enforcement Services.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

The City Council approved a budget appropriation for Fiscal Year 2024-2025 for law enforcement services in the amount of 11,268,079, so the proposed cost is within budgeted parameters and there will be no additional impact to the General Fund.

Staff will bring back amendments to this agreement to increase law enforcement services on an annual basis for City Council consideration per the estimated cost below (refer to Exhibit “B”):

1. Year 1: \$11,249,000
 2. Year 2: \$12,415,000
 3. Year 3: \$13,591,000
 4. Year 4: \$14,791,000
 5. Year 5: \$15,430,000
- Total: \$67,476,000***

ATTACHMENTS:

1. Exhibit “A” - Agreement for Law Enforcement Services Between the City of Coachella and the County of Riverside From July 1, 2024 through June 30, 2029.
2. Exhibit “B” – City of Coachella 5-Year Staffing Plan.

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF COACHELLA
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES (“Agreement”) is made and entered into by and between the CITY OF COACHELLA, a General Law City, hereinafter “City,” and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff’s Office, hereinafter “County”, sometimes collectively referred to herein as the “parties” and individually as a “party”.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2024 through June 30, 2029.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current five (5) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. It is understood that the Sheriff’s Office shall be the sole provider of general and specialized law enforcement services within the corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit. The Sheriff’s services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent City criminal codes and ordinances. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder. However, all investigator overtime will be charged to City at the Board of Supervisors approved hourly overtime rate.

2.2 California Identification System (CAL-ID) and Records Management System. (RMS)

City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section and to pay for these services under separate billings.

2.2A Definitions. For purposes of this Agreement the following are some of the more common definitions which shall apply, but shall not be limited by this reference:

- a) Records Management System (RMS) Functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.
- b) The California Law Enforcement Telecommunications System Access (CLETS) shall mean that access to the Department of Justice computers provided by County to City.
- c) Work Station shall mean those County devices and software, which are used by City to access RMS functions and the CLETS.
- d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.
- e) County Services shall mean the collective hardware and software, work LAWNET, stations, RMS functions and CLETS.

2.2B Scope of RMS Services. County agrees to provide to City full access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

2.2C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LAWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.4 of this Agreement.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. County shall provide all enforcement services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variations in the level of service shall be made by amendment, as provided for in Section 11 of this Agreement, and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits.

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

4. CHIEF OF POLICE

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

5.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County. The Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

5.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications shall remain within the City limits, and ownership title thereto shall remain with City.

However, under no circumstances shall City purchase or otherwise provide general patrol vehicles for services provided pursuant to this Agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to City and shall charge City for their use on a per mile basis.

5.3 City-Owned Motorcycles and Specialized Support Vehicles. In the event City chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the

motorcycles or specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of City. It is further understood that City is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

City shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicles for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City-owned motorcycles or specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles shall be used only for city-approved functions.

5.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the City-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County under this Agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The City shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. If County is utilizing City-owned vehicles, operations shall not commence until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the City's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 Employment Status. Any persons employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of City. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from City.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

7. COMPENSATION

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Office personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as County incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

7.3 Facility Rate Charges. City shall reimburse County for the costs incurred by the Sheriff's Office at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Office Bureau or Unit.

7.3A Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department funded or total Department funded employees depending on the facility in question and the Department population served). This cost per funded position is then applied to the number of positions chargeable to the contract city to arrive at each contract city's share of the facility cost.

The County agrees that Facility Rate Station charges to City will not be increased due to the Sheriff's decision to move Contract or unincorporated County Patrol positions from the Station.

7.4 Payment of Costs. County, through the Sheriff's Office, shall provide to City within thirty (30) days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. City shall remit payment to the invoicing department within thirty (30) days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the City on deposit with County as provided by law pursuant to Government Code Section 907.

7.5 Field Training Costs. Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 Miscellaneous Costs. There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to, charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by City. City shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by

City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

9. ADMINISTRATION

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

10. RECORDS

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

11. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

<u>County</u>	<u>City</u>
Chad Bianco, Sheriff	City of Coachella
Riverside County Sheriff's Office	53-990 Enterprise Way
Post Office Box 512	Coachella, California 92236
Riverside, California 92502	Attn: City Manager

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
 County of Riverside
 4080 Lemon Street, 1st Floor
 Riverside, California 92501

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

14. STANDARD OF CARE

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

15. JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

16. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions

thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. ELECTRONIC/DIGITAL SIGNATURES

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 Transactions Act (“CUETA”) Cal. 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City of Coachella, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF COACHELLA

Dated: _____

By: _____
Gabriel Martin, City Manager

ATTEST:
Name:
Title:

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chuck Washington
Chair of the Board of Supervisors
Riverside County Board of Supervisors

ATTEST:
Kimberly A. Rector
Clerk of the Board

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Deputy

By: _____
Amrit P. Dhillon
Deputy County Counsel

ATTACHMENT A
CITY OF COACHELLA
LEVEL OF SERVICE

Average Patrol Services

90 supported hours per day. (Equivalent of 17.5 Deputy Sheriff positions @ 1,884 annual productive hours per position)

Dedicated Positions

One (1) Sheriff's Sergeant position

One (1) Deputy Sheriff position (fully supported) Traffic Officer

Three (3) Deputy Sheriff position (fully supported) Community Action Team

One (1) Deputy Sheriff position (unsupported) Coachella Valley Narcotics Task Force

One (1) Deputy Sheriff position (unsupported) Violent Crime Gang Task Force

Three (3) Community Service Officer II positions



Exhibit "B"



City of Coachella

Staffing Proposal

FY 2024-2025

To

FY 2028-2029

Prepared By:

Lieutenant Randy Vasquez

April 12, 2024

City of Coachella

Staffing Proposal FY 24-25 to FY 2028-2029

Background:

The Riverside County Sheriff's Department currently provides 90 hours of general law enforcement services per 24-hour period. In addition to general law enforcement services, the city of Coachella funds a dedicated sergeant position, and three deputy sheriff positions, which make up the Coachella Community Action Team (CCAT). There is one deputy sheriff assigned to each of the following Task Forces: the Coachella Valley Narcotics Task Force, the Coachella Valley Violent Crime and Gang Task Force, and the Post Release Accountability and Compliance Team (PACT). In FY 19-20, the city of Coachella, added two Community Service Officer positions. In FY 21-22, the city of Coachella added a third CSO which is funded by a three-year Tobacco Grant. The Police Services Budget Total for the FY 23-24 is **\$10,760,440**. The budget includes line items for operations, overtime, special events, facility fees, CAL-ID, jail access, professional services, vehicle mileage, traffic programs.

The current law enforcement service contract with the County of Riverside expires at the end of FY 23-24.

At the request of the city manager, the following plan for an increase in law enforcement service over the next five years is as follows.

FY 24-25 (addition of traffic deputy)

Increase law enforcement services with the addition of one dedicated deputy sheriff position for the purpose of traffic enforcement. Cost of amendments all-inclusive over current contract services +/- \$426,000, Total Contract: \$11,249,000

Current Contract: \$10,823,000

FY 25-26 (Addition of CCAT deputy & CSO to replace tobacco grant CSO)

Increase law enforcement services with the addition of one dedicated CCAT deputy. This will even out the numbers on the team and allow even pairing of staff for enforcement. This would also assist with special events staffing (4th of July, El Grito Etc.)

Addition of one CSO to replace the expiring tobacco grant position. This CSO would be utilized as a community outreach position to continue the work of enforcement and education of the tobacco related violations, prevention/education at schools and added responsibility of community outreach programs such as neighborhood watch.

Cost of amendments all-inclusive over current contract services +/- \$1,067,000, Total Contract: \$12,415,000

Current Contract: \$11,348,000

City of Coachella

Staffing Proposal FY 24-25 to FY 2028-2029

FY 26-27 (Increase contract hours to 96 per day from 90)

Current contract is for 90 hours of patrol service. With the deputies working 12 hour shifts this equates to 4 deputies during dayshift and 3 deputies during night shift. Raising the contract hours to 96 would allow even distribution of shift personnel to 4 deputies per shift (day & night).

Cost of amendments all-inclusive over current contract services +/- \$1,692,000, Total Contract: \$13,591,000

Current Contract: \$11,899,000

FY 27-28 (Addition of 2nd traffic enforcement deputy)

Increase law enforcement services with the addition of one dedicated deputy sheriff position for the purpose of traffic enforcement. This would raise traffic staffing to two traffic deputies. With anticipated increase in population, traffic congestion, and collisions, a second deputy would be recommended. This would also be with the anticipation of converting these two positions to motorcycle enforcement officers in FY 2028-2029.

Cost of amendments all-inclusive over current contract services +/- \$2,277,000, Total Contract: \$14,791,000.

Current Contract: \$12,514,000

FY 28-29 (Convert two existing traffic enforcement deputies motorcycle enforcement deputies)

Convert the two existing traffic enforcement deputy positions into motorcycle enforcement deputies. The suggested conversion would increase the efficiency of traffic enforcement within the City of Coachella. Motorcycle enforcement is best utilized in pairs.

Cost of amendments all-inclusive over current contract services +/- \$2,358,000, Total Contract: \$15,430,000

Current Contract: \$13,072,000

Budget Proposal Disclosures:

Rate Calculations: Rate Calculations are completed and released in April/May of every year for the current fiscal year. Rates for FY 23-24 will be released in April/May of 2024. Calculations for FY 24-25 are estimated and calculated at 4.2%. Rates for the following fiscal years were calculated at an estimated 5.0% increase. This calculation was done to provide a high estimate although yearly increases are typically +/- 3.0%.

City of Coachella

Staffing Proposal FY 24-25 to FY 2028-2029

Anticipated Rate Increase: FY 24-25 rates are realistic estimates based on an expected 4.2% increase due to increased pension costs.

The city of Coachella has experienced a steady population, housing and economic growth since 2008. Pursuant to the 2019 Southern California Association of Government (SCAG) Report, Coachella's population has grown at a rate of 18%, from 38,521 in 2008 to 45,635 in 2018, whereas the law enforcement level of service has not adjusted or grown in proportion to meet the needs and demands of the community.

In 2008, the level of service included 110 patrol hours per day, 2 Special Enforcement Team Deputies, a dedicated Sergeant, a School Resource Deputy, a Gang Task Force Deputy, a Narcotics Task Force Deputy, 2 Motor Officers and 2 Community Service Officers. The current level of service includes 90 patrol hours per day, 3 Special Enforcement Team Deputies, a dedicated Sergeant, a Gang Task Force Deputy, a Narcotics Task Force Deputy, a PACT Deputy (Reimbursed) and 3 Community Service Officers (1 Tobacco funded). As a result, the current level of service is less with a higher population and community need than it was in 2008.

Based on the community's need of consistent traffic enforcement, crime mitigation, and community engagement efforts, I recommend the City of Coachella implement this plan of increased service over the next five years.



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with Urban Habitat in the amount of \$3,307,524.42 plus 10% contingency for the Avenue 50 Street and Median Improvements Phase 1, City Project No.ST-93

STAFF RECOMMENDATION:

Authorize a construction contract with Urban Habitat in the amount \$3,307,524.42 plus 10% contingency for the Avenue 50 Street and Median Improvements Phase 1, City Project No.ST-93.

BACKGROUND:

On July 14, 2021 City Council authorized staff to enter into an amended reimbursement agreement with the Coachella Valley Association of Governments (CVAG) and established a total budget for the project. The total amended cost to complete improvements for this project is an amount of \$9,250,000, currently there is a reimbursement agreement between CVAG and The City of Coachella to provide funding with the regional share of 75% (CVAG) for an amount \$6,937,500 of the total cost. The Project is among the Top 10 projects listed in the 2015 Transportation Project Prioritization Study (TPPS).

The City is the lead agency for this proposed work. The project will widen the existing street and construct concrete curb and gutter and center landscape medians within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities and landscape medians and utility undergrounding as needed. Due to ongoing right-of-way and utility coordination City Staff has decided to separate the project into two phases. The first phase includes the improvements on Avenue 50 from La Colonia to Calhoun Street and Van Buren Street to Pavon Palma. Phase two will include the improvements from Pavon Palma to Cesar Chavez. A small portion of this work has been completed from Calhoun Street to Van Buren Street in cooperation with D.R. Horton.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On July 10, 2024, the City issued the Notice Inviting Bids with a non-mandatory job walk held on July 25, 2024. The project bid opening was held on August 15,

2024 at 10:00 a.m., with Two (2) companies submitting a bid for this project. The bid opening results are listed below:

Company Name:	City:	Bid Amount:
Urban Habitat	La Quinta, CA	\$3,307,524.42
Granite Construction Company	Indio, CA	\$3,859,000.00

Staff has reviewed the bid and determined that Urban Habitat is the lowest, responsive, responsible bidder. The total project cost, including design engineering, construction engineering, materials testing, construction and a 10% contingency is as follows:

Project Item:	Project Cost:
Materials Testing	\$ 20,000
Construction	\$ 3,307,524.42
Construction Survey	\$ 25,000.00
Construction Contingency (10%)	\$ 330,752.44
TOTAL PROJECT COST:	\$ 3,683,276.86

FISCAL IMPACT:

The project has been included in the City’s approved CIP FY 2024/25 budget. There is no fiscal impact to the budget. The contract amount of \$3,307,524.42, budget for materials testing and construction survey amount of \$45,000 and contingency in an amount of \$330,752.44 will be reimbursed at 75% CVAG (\$2,762,457.64), and 25% City (\$920,819.22). The City’s allocation is funded by Fund 185 (Developer Deposit) in the amount of \$195,521.79, Fund 117 (Measure A) in the amount of \$500,000 and Fund 109 (SB1) in the amount of \$225,297.43. With this action, City Council authorizes the appropriation of these funds.

ATTACHMENTS:

1. Construction Contract for Urban Habitat
2. Bid Comparison Summary

CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this ____ day of _____, _____, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and Urban Habitat, sometimes hereinafter called “Contractor.”

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

ARTICLE 1. SCOPE OF WORK.

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

AVENUE 50 STREET & MEDIAN IMPROVEMENTS-PHASE 1 CITY PROJECT NO. ST-93

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **120 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Three Million Three Hundred Seven Thousand Five Hundred Twenty-Four Dollars and Forty-two Cents (\$3,307,524.42)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$ 1,500.00** for each and every **Working Day** of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated

Damages and not as a penalty or forfeiture, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

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

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

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

URBAN HABITAT

By: _____
Gabriel Martin
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

By: _____

By: _____
Andrea Carranza, City Clerk

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____

Its: _____

Printed Name: _____

By: _____
Best Best & Krieger LLP
City Attorney

963744
Contractor's License Number and Classification

1000003890
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Avenue 50 Street & Median Improvements-Phase 1, City Project No. ST-93**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ **DOLLARS, (\$_____)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, _____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2024, 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

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2024, 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.

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WITNESS my hand and official seal.

Signature of Notary Public

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- 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 the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on _____ Date _____, , has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Avenue 50 Street & Median Improvements-Phase 1, City Project No. ST-93** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ **Dollars (\$ _____)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, _____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, 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

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2024, 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.

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- 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 the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF COACHELLA
AVE 50 MEDIAN LANDSCAPE IMPS- PHASE 1
Project No. ST-93
Bid Comparison Summary

Bid Schedule				URBAN HABITAT		GRANITE CONSTRUCTION CO.		Contractor 3		Contractor 4		Contractor 5	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
BASE BID AREA 1- MOBILIZATION, TRAFFIC CONTROL & BMP's													
1	Mobilization	1	LS	\$180,329.38	\$180,329.38	\$190,000.00	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	\$31,418.13	\$31,418.13	\$168,490.00	\$168,490.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Traffic Control/Site Protection	1	LS	\$163,155.66	\$163,155.66	\$295,000.00	\$295,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL					\$374,903.17		\$653,490.00		\$0.00		\$0.00		\$0.00
BASE BID AREA 2- CALHOUN ST. TO WEST OF COLONIA													
4	Sawcut and Remove Existing Asphalt Pavement & Subgrade (18"-24" Depth) (F) (D)	6,530	SF	\$6.39	\$41,726.70	\$8.00	\$52,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10 (D)	930	LF	\$29.40	\$27,342.00	\$38.00	\$35,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Construct/Patch 6 AC/ 12" CL2 AB Around New Median Curbs per Limits as Shown On Plans	1,945	SF	\$19.42	\$37,771.90	\$35.00	\$68,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	1" Wide Asphalt Grind & Overlay (2" Thick) Around New Median Curb Patches per Limits as Shown On Plans (F) (D)	970	LF	\$20.98	\$20,350.60	\$12.00	\$11,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Furnish & Install (F&I) Landscape & Electrical Sleeves (F) (D)	110	LF	\$186.87	\$20,555.70	\$150.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	F & I - CL2 CAB Fill Material for Median Island Stamped PCC Noses (F) (D)	200	CY	\$96.56	\$19,312.00	\$60.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Construct 4" Thick Quarry Red Median Nose Stamped PCC (Mixed Paver Pattern) (D)	1,460	SF	\$16.24	\$23,710.40	\$10.00	\$14,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	F & I - Suitable Clean Soil Material for Median Island Planter/Landscaping (F) (D)	170	CY	\$85.17	\$14,478.90	\$80.00	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Construct 4" Thick Quarry Red 1" Wide (4" Thick) Stamped PCC Median Buffer Strip (Mixed Paver Pattern) Over 6" CL2 AB (D)	445	SF	\$21.71	\$9,660.95	\$27.00	\$12,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Adjust Water Valve to Grade per CVWD STD. W-17 & W-18	1	EA	\$4,960.76	\$4,960.76	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Adjust Manhole to Grade per CVWD STD. D-10	1	EA	\$4,528.31	\$4,528.31	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	F & I - 110/240 Electrical Meter Pedestal per Plan (D)	1	EA	\$17,329.32	\$17,329.32	\$14,250.00	\$14,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	F & I - Uplights per Plan (D)	4	EA	\$3,009.85	\$12,039.40	\$2,775.00	\$11,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	F & I - Palm Tree Ring Lights per Plan (D)	3	EA	\$3,669.61	\$11,008.83	\$5,075.00	\$15,225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	F & I - Electrical Receptacles per Plan (D)	2	EA	\$3,885.89	\$7,771.78	\$3,250.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	F & I - Electrical Conduits, Conductors & Pullboxes per Plan	1	LS	\$46,992.32	\$46,992.32	\$47,385.00	\$47,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	F & I - Landscape Controller & Cabinet per Plan (D)	1	EA	\$12,802.64	\$12,802.64	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	F & I - Landscape Irrigation Piping & Equipment per Plan	1	LS	\$16,640.31	\$16,640.31	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Soil Prep, Weed Abatement, & Fine Grade (F) (D)	2,160	SF	\$0.85	\$1,836.00	\$0.80	\$1,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	F & I - 6" Permaloc Aluminum Edging per Plan (F) (D)	175	LF	\$10.01	\$1,751.75	\$9.20	\$1,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	F & I - 15" BTH Date Palm Tree per Plan (D)	3	EA	\$4,420.08	\$13,260.24	\$3,650.00	\$10,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	F & I - 36" Drake Elm Tree per Plan (D)	1	EA	\$1,755.03	\$1,755.03	\$1,300.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	F & I - 36" Flamboyant Tree per Plan (D)	1	EA	\$2,015.04	\$2,015.04	\$1,450.00	\$1,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	F & I - 1 Gal Shrub per Plan (D)	40	EA	\$20.80	\$832.00	\$9.20	\$368.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	F & I - 5 Gal Shrub per Plan (D)	48	EA	\$52.00	\$2,496.00	\$42.00	\$2,016.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	F & I - 3" Compacted 3/8"- Decomposed Granite (California Gold) per Plan (D)	1,100	SF	\$1.63	\$1,793.00	\$2.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	F & I - 3" Compacted 3/8"- Decomposed Granite (Pepper Red) per Plan (D)	400	SF	\$1.89	\$756.00	\$2.40	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	F & I - 3" Thick 3/4"- Loose Aggregate Rock (Baja Cresta Grey) per Plan	270	SF	\$2.02	\$545.40	\$2.25	\$607.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	F & I - 2"- 5" Angular Rock Cobble (Apache Brown) with DG "Grout" per Plan (D)	390	SF	\$3.90	\$1,521.00	\$5.75	\$2,242.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	90 Day Landscape Maintenance Period	1	LS	\$3,475.84	\$3,475.84	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	Remove Existing Striping & Markers per Plan	1	LS	\$11,787.67	\$11,787.67	\$4,574.00	\$4,574.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	F & I - Type II REAS Slurry (With Crackfill) (D) (S)	69,380	SF	\$1.55	\$107,539.00	\$1.00	\$69,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	F & I - Road Striping & Markers per Plan	1	LS	\$44,254.00	\$44,254.00	\$34,495.00	\$34,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	Furnish, Install, or Modify Signage per Plan	1	LS	\$1,749.12	\$1,749.12	\$1,480.00	\$1,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	Furnish & Install 1" Copper Water Service and Install City Furnished 3/4" Allegro Water Meter per CVWD Std. W-7	1	EA	\$19,842.57	\$19,842.57	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL					\$566,192.48		\$513,731.00		\$0.00		\$0.00		\$0.00
BASE BID AREA 3- VAN BUREN ST. TO PAVON PALMA													
39	Sawcut and Remove Existing Asphalt Pavement & Subgrade (18"-24" Depth) (F) (D)	38,145	SF	\$6.50	\$247,942.50	\$8.00	\$305,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Remove Existing Median Curb, Landscape, Soil, Irrigation, Etc. & Modify as Needed for New Median Tie-In (F)	1	LS	\$40,511.74	\$40,511.74	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10 (D)	4,770	LF	\$31.07	\$148,203.90	\$38.00	\$181,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	Construct/Patch 6 AC/ 12" CL2 AB Around New Median Curbs per Limits as Shown On Plans	11,700	SF	\$19.42	\$227,214.00	\$35.00	\$409,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	1" Wide Asphalt Grind & Overlay (2" Thick) Around New Median Curb Patches per Limits as Shown On Plans (F) (D)	4,040	LF	\$20.98	\$84,759.20	\$12.00	\$48,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	Furnish & Install (F&I) Landscape & Electrical Sleeves (F) (D)	1,430	LF	\$143.23	\$204,818.90	\$150.00	\$214,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
45	F & I - CL2 CAB Fill Material for Median Island Stamped PCC Noses (F) (D)	680	CY	\$96.56	\$65,660.80	\$60.00	\$40,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46	Construct 4" Thick Quarry Red Median Nose Stamped PCC (Mixed Paver Pattern) (D)	3,360	SF	\$16.32	\$54,835.20	\$10.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47	F & I - Suitable Clean Soil Material for Median Island Planter/Landscaping (F) (D)	1,605	CY	\$87.54	\$140,501.70	\$80.00	\$128,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48	Construct 4" Thick Quarry Red 1" Wide (4" Thick) Stamped PCC Median Buffer Strip (Mixed Paver Pattern) Over 6" CL2 AB (D)	3,695	SF	\$17.49	\$64,625.55	\$27.00	\$99,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
49	Adjust Water Valve to Grade per CVWD STD. W-17 & W-18	1	EA	\$5,008.54	\$5,008.54	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50	Adjust Manhole to Grade per CVWD STD. D-10	1	EA	\$4,540.88	\$4,540.88	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	F & I - 110/240 Electrical Meter Pedestal per Plan (D)	1	EA	\$17,329.32	\$17,329.32	\$14,250.00	\$14,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
52	F & I - Uplights per Plan (D)	50	EA	\$1,044.75	\$52,237.50	\$2,775.00	\$138,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
53	F & I - Palm Tree Ring Lights per Plan (D)	12	EA	\$1,920.49	\$23,045.88	\$5,075.00	\$60,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	F & I - Electrical Receptacles per Plan (D)	10	EA	\$3,403.70	\$34,037.00	\$3,250.00	\$32,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55	F & I - Electrical Conduits, Conductors & Pullboxes per Plan	1	LS	\$154,943.95	\$154,943.95	\$260,029.00	\$260,029.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
56	F & I - Landscape Controller & Cabinet per Plan (D)	1	EA	\$13,910.26	\$13,910.26	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57	F & I - Landscape Irrigation Piping & Equipment per Plan	1	LS	\$105,691.95	\$105,691.95	\$108,000.00	\$108,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58	Soil Prep, Weed Abatement, & Fine Grade (F) (D)	23,210	SF	\$0.59	\$13,693.90	\$0.80	\$18,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	F & I - 6" Permaloc Aluminum Edging per Plan (F) (D)	1,325	LF	\$10.01	\$13,263.25	\$9.20	\$12,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	F & I - 15" BTH Date Palm Tree per Plan (D)	12	EA	\$4,355.08	\$52,260.96	\$3,650.00	\$43,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
61	F & I - 36" Drake Elm Tree per Plan (D)	16	EA	\$1,192.12	\$19,073.92	\$1,300.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	F & I - 36" Flamboyant Tree per Plan (D)	9	EA	\$1,618.53	\$14,566.77	\$1,450.00	\$13,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63	F & I - 1 Gal Shrub per Plan (D)	545	EA	\$10.40	\$5,668.00	\$9.20	\$5,014.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64	F & I - 5 Gal Shrub per Plan (D)	462	EA	\$49.40	\$22,822.80	\$42.00	\$19,404.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65	F & I - 3" Compacted 3/8"- Decomposed Granite (California Gold) per Plan (D)	15,560	SF	\$1.43	\$22,250.80	\$2.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
66	F & I - 3" Compacted 3/8"- Decomposed Granite (Pepper Red) per Plan (D)	2,810	SF	\$1.56	\$4,383.60	\$2.40	\$6,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
67	F & I - 3" Thick 3/4"- Loose Aggregate Rock (Baja Cresta Grey) per Plan	1,930	SF	\$2.02	\$3,898.60	\$2.25	\$4,342.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
68	F & I - 2"- 5" Angular Rock Cobble (Apache Brown) with DG "Grout" per Plan (D)	2,910	SF	\$3.90	\$11,349.00	\$5.75	\$16,732.50	\$0.00	\$0.00	\$			



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Public Hearing on the Formation of the Community Facilities District (CFD) 2024-1:

Resolution 2024-45, Establishing the Community Facilities District (CFD) 2024-1;

Resolution 2024-46, Calling a Special Election for CFD 2024-1;

Resolution 2024-47, Declaring the Results of the Special Election and Directing Recording of a Notice of Special Tax Lien for CFD No. 2024-01; and

Ordinance 1214, of City of Coachella Community Facilities District No. 2024-1 (Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services

STAFF RECOMMENDATION:

1. Open the public hearing for the purpose of receiving public testimony and property owner protests regarding the formation of the proposed CFD for public services.
2. Close public hearing and tabulate ballots for the Formation of Community Facilities District 2024-1.
3. Approve Resolution 2024-45, resolution of formation for Community Facilities District(CFD) 2024-1; resolution of formation of the City Council of the City of Coachella to establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to establish an appropriations limit therefor, to authorize the levy of a special tax therein, and to submit th establishment of an appropriations limit and the levy of special taxes to the qualified electors thereof;
4. Approve Resolution 2024-46, a resolution of the City Council of the City of Coachella calling a special election and submitting to the qualified electors of City of Coachella Community Facilities District No. 2024-1 (Public Services) propositions regarding the establishment of an appropriations limit and the annual levy of a special tax within the Community Facilities District;

5. Approve Resolution 2024-47, a resolution of the City Council of the City of Coachella declaring the results of a special election in the City of Coachella Community Facilities District No. 2024-1 (Public Services) and directing the recording of a notice of special tax lien; and
6. Approve Ordinance 1214, an ordinance of the City Council of the City of Coachella, California, levying special taxes within the City of Coachella Community Facilities District No. 2021-1 (Public Services).

BACKGROUND:

On March 13, 2024, the City Council of the City of Coachella approved Resolution No. 2024-09, approving Final Tract Map No. 38557-1 (Sevilla II). The Project will consist of a 204-lot residential development. The project includes pedestrian sidewalks; landscaping; an approximate 1.0-acre recreational park area; an approximate 1.37-acre water retention basin; an approximate 0.23-acre dedicated future well site; monument signage; and street and utility improvements.

On July 24, 2024 the City Council adopted a Resolution of Intent with the intent of forming a Mello-Roos community facilities district, CFD 2024-1 (Public Services) to finance the impact by new development on park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance.

The City Council set September 11, 2024, as the date of the public hearing to receive public testimony and property owner protests, if any, with regard to the formation of the district and the levy of a special tax.

After receiving public testimony, the City Council will consider (1) adopting a Resolution of Formation forming and establishing CFD 2024-1, (2) calling and declaring the results of a special landowner election, and (3) based on the results of the election, introducing an Ordinance authorizing the levy of a special tax within the boundaries of CFD 2024-1.

The City has received the consent and waiver form from the property owner within the proposed CFD waiving the time limits for conducting the election and waiving the analysis and arguments regarding the ballot measure. The City's consultant, Willdan Financial Services, has determined that there are less than twelve registered voters residing within the CFD boundaries. As a result, an election by property owners is all that is necessary. The property owners have received a special election ballot for the CFD, which allows them one vote per acre or portion thereof. The City Clerk has canvassed the ballots that were returned to the City Clerk.

A CFD Report prepared by Willdan Financial Services is included as required by the Mello-Roos Community Facilities Act of 1982. This report provides a brief description of the public services, which will be required to adequately meet the needs of the CFD and estimates of costs of providing those public services. In addition, the report includes a map showing the boundaries of the proposed CFD.

DISCUSSION/ANALYSIS:

The conditions of development of the Project requires it to be part of a CFD to provide funding to offset the increased cost of public services created due to new development for park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance.

To fund the impact of new development on the City's public services, staff recommends that the City Council approve the establishment of CFD 2024-1 (Public Services), a Mello-Roos Community Facilities District, by holding a public hearing and adopting the Resolution of Formation, the resolution calling for a special election, and the resolution declaring the election results, followed by the first reading of the Ordinance authorizing the special tax. The special taxes collected from the property owners within the proposed CFD 2024-1 are to be used for the funding of park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance required due to the development of the property within the proposed CFD 2024-1.

The Project proposed for inclusion in the CFD 2024-1 is owned by Pulte Home Company, LLC and is generally located west of Van Buren Street and south of Avenue 50. The Project currently includes the development of 204 single family residential parcels. The boundary of the CFD includes the area within assessor's parcel numbers 779-280-002 and 779-320-001.

Once the formation is complete, and the election results are at least two-thirds approval, the property owners of the development will be required to pay annual special taxes for CFD 2024-1, beginning the fiscal year after they are issued a building permit, as itemized on their property tax bill, in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

ALTERNATIVES:

1. Hold the public hearing, approve the resolutions establishing the CFD, calling for a special election, declaring the election results, and the first reading of the Ordinance authorizing the special tax.
2. Take no action.
3. Continue this item and provide staff with direction.

FISCAL IMPACT:

The City expects to collect an annual special tax of \$655, plus an annual inflationary adjustment per detached dwelling unit within CFD 2024-1. In accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax, the annual special tax will be collected beginning the fiscal year after a building permit is issued and will be reflected as itemized charge on their property tax bill. CFD 2024-1 will result in a new annual special tax totaling \$133,620 for 204 single family residential parcels; subject to annual inflationary adjustment.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as stated above.

Attachments:

1. Resolution No. 2024-45

2. Resolution No. 2024-46
3. Resolution No. 2024-47
4. CFD Report
5. Ordinance No. 1214

RESOLUTION NO. 2024-45**RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF COACHELLA TO ESTABLISH CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF**

WHEREAS, on July 24, 2024, the City Council adopted a resolution entitled “A Resolution of the City Council of the City of Coachella Declaring Its Intention to Establish a City of Coachella Community Facilities District No. 2024-1 (Public Services)” (the “Resolution of Intention”), stating its intention to form Community Facilities District No. 2024-1 (Public Services) (the “CFD”), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to finance certain services to serve the CFD (the “Services”);

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, Services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the “Rate and Method”) of the special tax (the “Special Tax”) to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set September 11, 2024, or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, a notice of the public hearing to be held on September 11, 2024 was published in accordance with the Act;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the “CFD Report”) as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.

WHEREAS, City Staff reviewed the proposed CFD formation and determined that forming the CFD and financing the Services, as described in Section 7 of this Resolution, does not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively “CEQA”). CEQA Guidelines Section 15378 specifically state that the term “project” for CEQA purposes does not include “continuing administrative or maintenance activities” or “[t]he creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.” (CEQA Guidelines §§ 15378 (b)(2) and (b)(4).)

WHEREAS, the CFD is intended to fund park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance attributable to new growth within the City.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA’s provisions. (CEQA Guidelines §15061(b)(3).)

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

1. Recitals Correct. The foregoing recitals are true and correct.
2. Public Hearing. On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.
3. No Majority Protest. The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
4. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
5. Name of the District. The community facilities district designated “City of Coachella Community Facilities District No. 2024-1 (Public Services)” of the City is hereby established pursuant to the Act.
6. Boundaries of the District. The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the Riverside County Recorder’s Office on August 2, 2024, in Book 93 at Page 74 as Recording Reference No. 2024-0230987 of Maps of Assessment and Community Facilities Districts.

7. Description of Services. The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit "A" hereto and by this reference incorporated herein.

8. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit "B" attached hereto and hereby incorporated herein.

9. CFD Report. The CFD Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

10. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon the City, as the result of development occurring in the CFD.

11. Responsible Official. The Public Works Director, or his or her designee, of the City of Coachella, located at 53990 Enterprise Way, Coachella, CA, 92236, telephone number (760) 501-8111, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

12. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.

13. Description of Voting Procedures. The voting procedures to be followed in conducting the special election (the "Special Election") on the proposition of the annual levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the "protest hearing"), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD, the Special Election shall be conducted by the City Clerk pursuant to Section 53326 of the Act as follows:

(i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

(ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

(iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this Resolution and the exhibits hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be voted by the landowner and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner is other than a natural person, that he or she is an officer of or other person affiliated with the landowner entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner, that in voting such official ballot it was his or her intent, as well as the intent of the landowner, to vote all votes to which the landowner is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner's land ownership within the CFD.

(vi) The return identification envelope delivered by the Clerk to each landowner shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted no later than 6:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

14. **Annexation Territory.** Other property within the boundaries of the City may be annexed into the CFD pursuant to Article 3.5 of the Act.

15. **Exempt Property.** Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

16. **Appropriations Limit.** An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

17. **Special Tax Accountability Measures.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.

c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

d. The Public Works Director, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

18. **CEQA.** The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City

Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

19. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-XX, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

Exhibit A

City of Coachella Community Facilities District No. 2024-1 (Public Services) Description of Services

It is the intention of this City Council to finance certain services described below (the “Services”). The City Council hereby finds that the Services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and that such Services will not supplant services already available within that territory. A general description of the services to be provided is as follows:

Landscaping and Lighting Maintenance: includes the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

Park Maintenance: includes the estimated and reasonable costs of providing public park maintenance for, within, or associated with the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

Drainage Maintenance: includes the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

Street Maintenance: includes the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

The cost of the Services shall include incidental expenses, including, but not limited to, the costs associated with forming the CFD, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the CFD.

All Services shall be provided by the City of Coachella, with its own forces or by contract with third parties, or any combination thereof, to be determined entirely by the City of Coachella.

Nothing in this description of Services or any Resolution of the City Council shall be construed as committing the City or the CFD to provide all of the authorized Services. The provision of Services shall be subject to the successful formation of the CFD and the availability of sufficient proceeds of special taxes within the CFD. The City may annually prioritize, at its discretion, the authorized Services that would be funded and the amount of the special tax proceeds that it will use for each Service.

Exhibit B

City of Coachella Community Facilities District No. 2024-1 (Public Services) Rate and Method of Apportionment

A Special Tax of City of Coachella Community Facilities District No. 2024-1 (Public Services) (“CFD”) shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2024/25 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. *DEFINITIONS*

The terms hereinafter set forth have the following meanings:

“**Act**” means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

“**Administrative Expenses**” means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.

“**Affordable Housing**” means for each Fiscal Year, any Residential Unit(s) located on an Assessor’s Parcel of Developed Property that is available at an affordable housing cost due to a regulatory agreement of no less than 15 years, restricting 100% of the Residential Unit(s) on the Assessor’s Parcel of Developed Property to be affordable to households that are extremely low to low income, as defined in Health and Safety Code Section 50079.5. The City will have the authority to approve and establish policies regarding Affordable Housing and their status.

“**Annual Escalation Factor**” means the greater of (i) two percent (2%) or (ii) the Annual percentage increase in the Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario, CA Area (not seasonally adjusted) as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.

“**Assessor's Parcel**” means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor’s roll.

“**Assessor's Parcel Map**” means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Attached Residential” means an Assessor’s Parcel of Developed Property, which is not Affordable Housing Property, within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City’s discretion, consisting of two or more Dwelling Units, including, but not limited to duplexes, triplexes, and apartment units, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Base Year” means Fiscal Year ending June 30, 2025.

“Building Permit” means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“CFD” means City of Coachella Community Facilities District No. 2024-1 (Public Services).

“City” means the City of Coachella.

“City Clerk” means the City Clerk for the City or his or her designee.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Detached Residential” means an Assessors’ Parcel of Developed Property within the CFD, which is not Affordable Housing Property, for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Property” means, for Detached Residential, Attached Residential, or Affordable Housing Property, an Assessor’s Parcel within the CFD for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Building Square Footage, as applicable, per City or County records for that Assessor’s Parcel.

“Drainage Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Coachella's Municipal Code.

“Exempt Property” means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and landscape lots, (iv) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy, and (v) Welfare Exemption Property.

“Final Map” means an Assessor’s Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Landscaping and Lighting Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing landscaping and lighting maintenance within, or associated with the CFD, including the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

“Land Use Class” means any of the classes listed in Table 1 and defined herein.

“Lot” means an individual legal lot created by an Assessor’s Parcel Map or Final Map.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor’s Parcel.

“Mobile Home” means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

“Park” means a public park, open space, trail, dog park dedicated to and/or managed by the City of Coachella.

“Park Maintenance Requirement” means, for any Fiscal means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing park maintenance services within, or associated with the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

“Property Owner Association Property” means, for each Fiscal Year, any property within the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which consists of property owned in common by owners of surrounding properties and it is intended for use for community purposes.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Developed Property to the Maximum Special Tax per Assessor’s Parcel of Developed Property is equal for all Assessor’s Parcels of Developed Property. **“Proportionately”** means, for Undeveloped Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Undeveloped Property to the Maximum Special Tax per Assessor’s Parcel of Undeveloped Property is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that Taxable City Property shall not be categorized as Public Property, and any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Reserve Fund” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“Special Tax Requirement” means the sum of (i) Streetscape and Landscape Maintenance Requirement, (ii) Administrative Expenses of the CFD, and (iii) any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

“State” means the State of California.

“Street Maintenance Requirement” means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

“Streetscape and Landscape Maintenance Requirement” means the sum of the Landscaping and Lighting Maintenance Requirement, the Park Maintenance Requirement, the Street Maintenance Requirement, and the Drainage Maintenance Requirement.

“Taxable Property” means all Assessor’s Parcels of Developed Property and Undeveloped Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

“Undeveloped Property” means, for each Fiscal Year, an Assessor’s Parcel within the CFD for which a Building Permit has not been issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Exempt Property.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2024/25, using the definitions above, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2024/25, Taxable Property shall be further classified as Attached Residential, Detached Residential, Affordable Housing Property, or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATES

Land Use Class	Land Use Description	Fiscal Year 2024/25 Maximum Special Tax Rate
1	Detached Residential	\$655 per Dwelling Unit
2	Attached Residential	\$524 per Dwelling Unit
3	Affordable Housing Property	\$306 per Dwelling Unit
4	Undeveloped Property	\$4,247 per Lot acre

For each Fiscal Year following the Base Year, the Maximum Special Tax rates shall be increased by the Annual Escalation Factor. A different Maximum Special Tax may be added to the CFD as a result of future annexations or if future annexations involve a new Land Use Class.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2024/25, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

Step 1: The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement. The applicable Maximum Special Tax shall be based on the Developed Property's classification as Detached Residential, Attached Residential, or Affordable Housing Property.

Step 2: If after applying the method of apportionment in Step 1, if additional funds are needed to satisfy the Special Tax Requirement, the Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to meet the remainder of the Special Tax Requirement needed. The applicable Maximum Special Tax shall be based on the Undeveloped Property's classification.

E. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Sections B, C, and D.

F. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Public Works Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding to all persons.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

H. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

RESOLUTION NO. 2024 - 46**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT**

WHEREAS, on September 11, 2024 the City Council (the “City Council”) of the City of Coachella (the “City”) held a public hearing (the “Public Hearing”) on the establishment of Community Facilities District No. 2024-1 (Public Services) (the “District”).

WHEREAS, following the Public Hearing, the City Council adopted a resolution entitled “Resolution of Formation of the City Council of the City of Coachella to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to Establish an Appropriations Limit therefore, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) ordering the formation of the District, and subject to approval of the qualified electors of the District, authorizing the levy of a special tax (the “Special Tax”) on property within the District and establishing an appropriations limit for the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”); and

WHEREAS, pursuant to the Resolution of Formation, the propositions relating to the levy of the Special Tax and the establishment of an appropriations limit will be submitted to the qualified electors of the District as required by the Act; and

WHEREAS, the City Clerk has advised the City Council that she has received a statement from the Registrar of Voters of the County of Riverside that less than twelve (12) persons are registered to vote in the territory of the District; and

WHEREAS, the City Clerk has advised the City Council that she has received Consent and Waiver forms from each and every landowner within the District, pursuant to which each landowner has expressly waived certain requirements related to the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

1. **Recitals.** The above recitals are all true and correct.
2. **Call of Election.** The City Council hereby calls and schedules a special election for September 11, 2024, to consider the proposition described in Section 3 below.

3. Proposition.

- a. Pursuant to Sections 53325.7, 53326 and 53353.5 of the Act, the proposition relating to the levy of the Special Tax and the proposition relating to the establishment of the appropriations limit shall be combined into one ballot proposition and shall be submitted to the qualified electors of the District as required by the Act.
- b. If the combined proposition for the levy of the Special Tax and the establishment of the appropriations limit receives the approval of more than two-thirds of the votes cast on the proposition, the Special Tax may be levied and the appropriations limit may be established as provided for in the Resolution of Formation.
- c. The amount, method of collection and purpose of the Special Tax are specified in the Resolution of Formation, on file in the office of the City Clerk and by this reference incorporated herein.
- d. The proposition to be submitted to the voters of the District at such special election shall be as follows:

Shall special taxes with a rate and method of apportionment as set forth in Exhibit “B” to the resolution entitled “Resolution of Formation of the City Council of the City of Coachella to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) be levied annually on taxable property within City of Coachella Community Facilities District No. 2024-1 (Public Services), to pay for police and fire services, the maintenance of streets, landscaping, lighting, parks and drainage, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?

4. **Electors Determined.** The City Council finds that 12 persons have not been registered to vote within the territory of the District for each of the 90 days preceding the close of the Public Hearing and that pursuant to Section 53326 of the Act, the vote in the special election called by this Resolution shall be by the landowners of the District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the District which would be subject to the proposed special taxes if they were levied at the time of the election.
5. **Conduct of Election.** Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

6. Election Procedures.

- a. The procedures to be followed in conducting the special election on the proposition described in Section 3 shall be as provided in the Resolution of Formation. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation.
- b. The City Council hereby finds that the qualified electors of the CFD have waived the time limits for conducting the special election by unanimous written consent.

7. Concurrence of City Clerk. The City Council hereby finds and determines that the City Clerk has concurred in the shortened time for the election, pursuant to Section 53326 of the Act.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-46, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

RESOLUTION NO. 2024 - 47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES) AND
DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Coachella (the “City Council”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311, of the California Government Code (the “Act”), the City Council adopted Resolution No. 2024-46 on September 11, 2024, entitled “Resolution of the City Council of the City of Coachella Calling a Special Election and Submitting to the Qualified Electors of City of Coachella Community Facilities District No. 2024-1 (Public Services) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax within the Community Facilities District” (the “Resolution Calling Election”), calling for a special election (the “Special Election”) of the qualified electors within Community Facilities District No. 2024-1 (Public Services) (the “District”); and

WHEREAS, pursuant to the terms of the Resolution Calling Election, which are by this reference incorporated herein, the Special Election was held on September 11, 2024, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Election Returns (the “Certificate”), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed said Certificate and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

1. **Recitals.** The above recitals are all true and correct.
2. **Ballot Measure.** The ballot measure (the “Ballot Measure”) presented to the qualified electors is set forth in Exhibit B attached hereto and by this reference incorporated herein.
3. **Election Results.** The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit A. Pursuant to the Certificate, the Ballot Measure presented at the Special Election was approved by the qualified electors of the District.
4. **Ballot Measure Authorized.** This City Council, acting in its capacity as legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in the Ballot Measure for the purposes described therein and to take the necessary steps to levy the special tax authorized by the Ballot Measure. The appropriations limit as specified in the Ballot Measure is hereby established.

- 5. **Finding of Validity.** It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District were valid and in conformity with the Act.
- 6. **Notice of Special Tax Lien.** The City Clerk is hereby directed to record in the office of the County Recorder of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District in substantially the form required by California Streets and Highways Code Section 3114.5.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-47, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

EXHIBIT A
CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(PUBLIC SERVICES)

CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Angela M. Zepeda, City Clerk of the City of Coachella, hereby certify that I canvassed the returns of the Special Election in the City of Coachella Community Facilities District No. 2024-1 (Public Services) (the “District”), that the election was held in the Chambers of the City Council at 1515 6th St, Coachella, California 92236 on September 11, 2024.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

Community Facilities District No. 2024-1 (Public Services) Special Tax Election, September 11, 2024	Qualified Eligible Votes	Votes Cast	Yes	No
Ballot Measure	40			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 11th day of September, 2024.

By: _____
Angela M. Zepeda
City Clerk
City of Coachella

EXHIBIT B**CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(PUBLIC SERVICES)****Ballot Measure:**

Shall special taxes with a rate and method of apportionment as set forth in Exhibit “B” to the resolution entitled “Resolution of Formation of the City Council of the City of Coachella to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) be levied annually on taxable property within City of Coachella Community Facilities District No. 2024-1 (Public Services), to pay for the maintenance of streets, landscaping, lighting, parks and drainage, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?



City of Coachella Community Facilities District No 2024-1 (Public Services)

CFD REPORT

27368 Via Industria
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Temecula, CA 92590
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F 951.587.3510

www.willdan.com/financial



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I. INTRODUCTION

WHEREAS, the City Council of the City of Coachella (hereinafter referred to as the “Council”), in the State of California, did, pursuant Section 53321.5 of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California, as amended (the “Act”), expressly order the filing of a written Community Facilities District Report (“Report”) with the City of Coachella for a proposed Community Facilities District, which Community Facilities District shall be referred to as Community Facilities District No. 2024-1 (Public Services), (hereinafter referred to as the “CFD”); and

WHEREAS, the Report generally contains the following:

A brief description of the public services (the “Services”) which are required to adequately meet the needs of the CFD; and

an estimate of the cost of financing such Services; and

the rate and method of apportionment of the special tax in sufficient detail to allow each property owner within the proposed CFD to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2024-42, as previously approved. All capitalized terms not defined herein are defined in the Rate and Method of Apportionment of Special Tax section of this Report.

NOW THEREFORE, Willdan Financial Services, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit said Report.

II. DESCRIPTION OF SERVICES

The services (the “Services”) described below are proposed to be financed by City of Coachella Community Facilities District No. 2024-1 (Public Services) (the “CFD”). The Services are in addition to those provided in the territory of the CFD before establishing the CFD. The Services do not supplant services already available within the territory of the CFD before establishing the CFD.

Landscaping and Lighting Maintenance: includes the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

Park Maintenance: includes the estimated and reasonable costs of providing public park maintenance for, within, or associated with the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

Drainage Maintenance: includes the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

Street Maintenance: includes the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

The cost of the Services shall include incidental expenses, including, but not limited to, the costs associated with forming the CFD, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the CFD.

All Services shall be provided by the City of Coachella, with its own forces or by contract with third parties, or any combination thereof, to be determined entirely by the City of Coachella.

Nothing in this description of Services or any Resolution of the City Council shall be construed as committing the City or the CFD to provide all of the authorized Services. The provision of Services shall be subject to the successful formation of the CFD and the availability of sufficient proceeds of special taxes within the CFD. The City may annually prioritize, at its discretion, the authorized Services that would be funded and the amount of the special tax proceeds that it will use for each Service.

Substitution of Services

The description of the Services, as set forth herein, is general in its nature. The final nature of the Services will be determined upon the City's approval of services. The approval thereof may show substitutes in lieu of, or modification to, the proposed Services in order to provide the public Services necessitated by development occurring in the CFD, and any such substitution shall not be a change or modification in the proceedings as long as such substitute Services serve a function or provide a service substantially similar to that function served or the service provided by the Services described in this Report.

III. COST ESTIMATE

Cost Estimates for Services

The CFD is being formed to mitigate the financial impact of providing additional Public Services created by new development in the City. The initial Maximum Special Tax that may be levied annually for each land use type is shown in Table 1 of the Rate and Method of Apportionment.

For each fiscal year following the Base Year (Fiscal Year 2024/25), the initial Maximum Special Tax rates shall be automatically increased in accordance with the Annual Escalation Factor.

The budget below represents the estimated cost of Services within the CFD. The City's budget was used to calculate the initial CFD Budget for Fiscal Year 2024/25 and Special Tax rates and was the basis for the amount necessary to pay for the CFD's proportionate share of the Services, which are in addition to the Services already provided to the area, if any, before the CFD was created. The budget is expected to increase as annexations to the CFD occur.

CFD 2024-1	
Fiscal Year 2024/25	
Description	Estimated Budget
Landscape Maintenance Contract	\$35,000
Park Maintenance	35,000
Landscape Utilities	9,000
Tree Maintenance	8,500
Streetlight Utilities	7,200
Storm Drainage Maintenance	10,000
Street Maintenance	19,000
CFD Administration	10,000
Total	\$133,700

The estimated budget may increase after Fiscal Year 2024/25 due to new development and cost inflation.

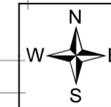
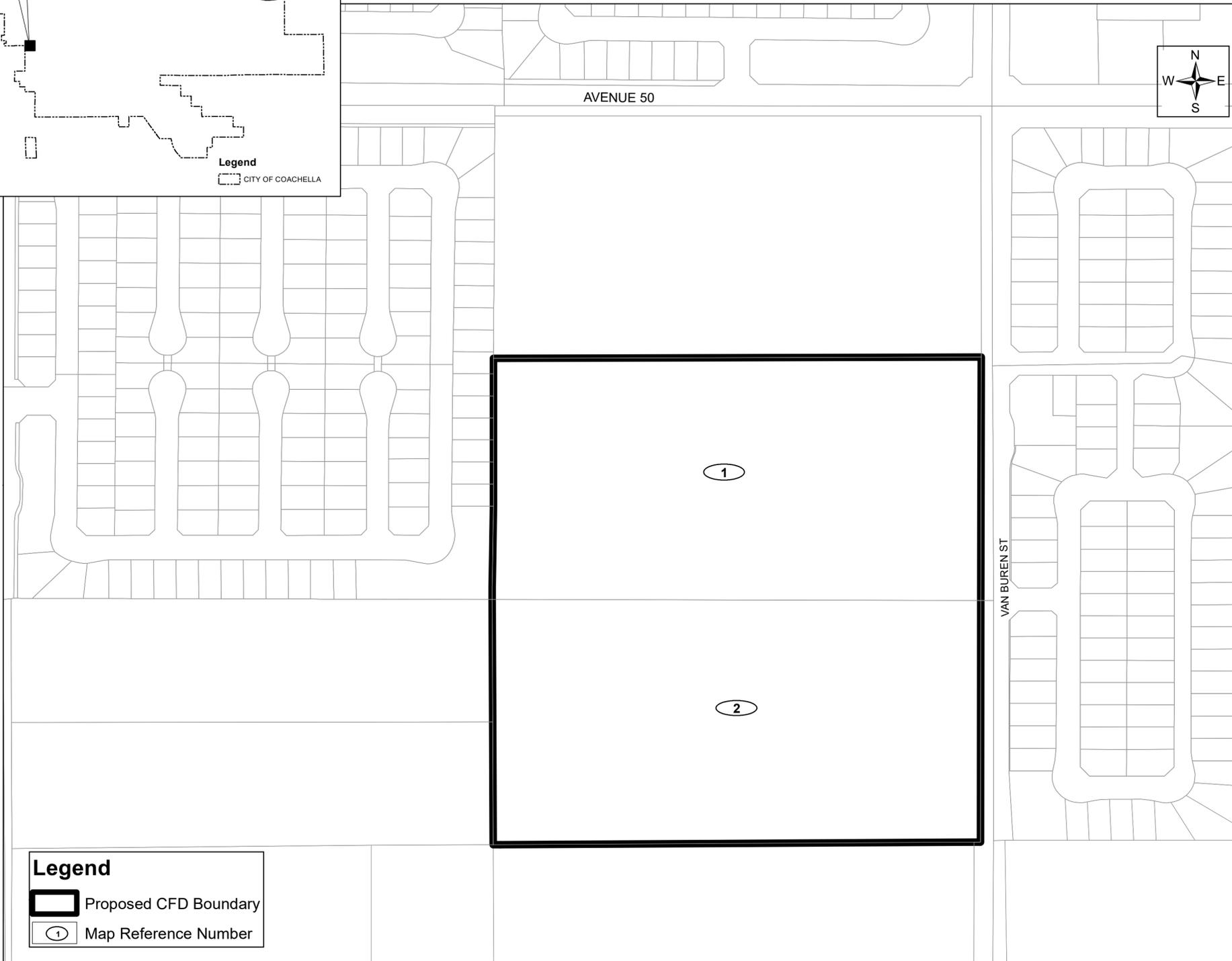
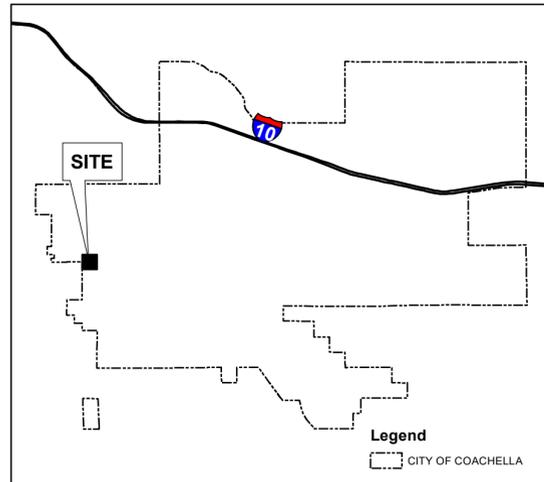
IV. DESCRIPTION OF BOUNDARIES

A description of the exterior boundaries of the territory proposed for inclusion in the CFD, including properties and parcels of land proposed to be subject to the levy of a special tax by the CFD, is as shown on the boundary map designated as “PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES),” which is on file in the office of the City Clerk and is shown as follows for reference.

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES)

CITY OF COACHELLA
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES), CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF COACHELLA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ____M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	779-280-002
2	779-320-001

Legend

Proposed CFD Boundary

Map Reference Number



V. RATE AND METHOD OF APPORTIONMENT

A Special Tax of City of Coachella Community Facilities District No. 2024-1 (Public Services) (“CFD”) shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2024/25 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Act” means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

“Administrative Expenses” means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.

“Affordable Housing” means for each Fiscal Year, any Residential Unit(s) located on an Assessor's Parcel of Developed Property that is available at an affordable housing cost due to a regulatory agreement of no less than 15 years, restricting 100% of the Residential Unit(s) on the Assessor's Parcel of Developed Property to be affordable to households that are extremely low to low income, as defined in Health and Safety Code Section 50079.5. The City will have the authority to approve and establish policies regarding Affordable Housing and their status.

“Annual Escalation Factor” means the greater of (i) two percent (2%) or (ii) the Annual percentage increase in the Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario, CA Area (not seasonally adjusted) as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.

“Assessor's Parcel” means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

“Assessor's Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Attached Residential” means an Assessor's Parcel of Developed Property, which is not Affordable Housing Property, within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City's discretion, consisting of two or more Dwelling Units, including, but not limited to duplexes, triplexes, and apartment units, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Base Year” means Fiscal Year ending June 30, 2025.

“Building Permit” means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“CFD” means City of Coachella Community Facilities District No. 2024-1 (Public Services).

“City” means the City of Coachella.

“City Clerk” means the City Clerk for the City or his or her designee.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Detached Residential” means an Assessors' Parcel of Developed Property within the CFD, which is not Affordable Housing Property, for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Property” means, for Detached Residential, Attached Residential, or Affordable Housing Property, an Assessor's Parcel within the CFD for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Building Square Footage, as applicable, per City or County records for that Assessor's Parcel.

“Drainage Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Coachella's Municipal Code.

“Exempt Property” means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and landscape lots, (iv) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy, and (v) Welfare Exemption Property.

“Final Map” means an Assessor's Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Landscaping and Lighting Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing landscaping and lighting maintenance within, or associated with the CFD, including the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

“Land Use Class” means any of the classes listed in Table 1 and defined herein.

“Lot” means an individual legal lot created by an Assessor's Parcel Map or Final Map.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor’s Parcel.

“Mobile Home” means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

“Park” means a public park, open space, trail, dog park dedicated to and/or managed by the City of Coachella.

“Park Maintenance Requirement” means, for any Fiscal means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing park maintenance services within, or associated with the CFD, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services.

“Property Owner Association Property” means, for each Fiscal Year, any property within the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which consists of property owned in common by owners of surrounding properties and it is intended for use for community purposes.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Developed Property to the Maximum Special Tax per Assessor’s Parcel of Developed Property is equal for all Assessor’s Parcels of Developed Property. **“Proportionately”** means, for Undeveloped Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Undeveloped Property to the Maximum Special Tax per Assessor’s Parcel of Undeveloped Property is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that Taxable City Property shall not be categorized as Public Property, and any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an

unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Reserve Fund” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“Special Tax Requirement” means the sum of (i) Streetscape and Landscape Maintenance Requirement, (ii) Administrative Expenses of the CFD, and (iii) and any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

“State” means the State of California.

“Street Maintenance Requirement” means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

“Streetscape and Landscape Maintenance Requirement” means the sum of the Landscaping and Lighting Maintenance Requirement, the Park Maintenance Requirement, the Street Maintenance Requirement, and the Drainage Maintenance Requirement.

“Taxable Property” means all Assessor’s Parcels of Developed Property and Undeveloped Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

“Undeveloped Property” means, for each Fiscal Year, an Assessor’s Parcel within the CFD for which a Building Permit has not been issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Exempt Property.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2024/25, using the definitions above, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2024/25, Taxable Property shall be further classified as Attached Residential, Detached Residential, Affordable Housing Property, or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATES

Land Use Class	Land Use Description	Fiscal Year 2024/25 Maximum Special Tax Rate
1	Detached Residential	\$655 per Dwelling Unit
2	Attached Residential	\$524 per Dwelling Unit
3	Affordable Housing Property	\$306 per Dwelling Unit
4	Undeveloped Property	\$4,247 per Lot acre

For each Fiscal Year following the Base Year, the Maximum Special Tax rates shall be increased by the Annual Escalation Factor. A different Maximum Special Tax may be added to the CFD as a result of future annexations or if future annexations involve a new Land Use Class.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2024/25, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

Step 1: The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor’s Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement. The applicable Maximum Special Tax shall be based on the Developed Property’s classification as Detached Residential, Attached Residential, or Affordable Housing Property.

Step 2: If after applying the method of apportionment in Step 1, if additional funds are needed to satisfy the Special Tax Requirement, the Special Tax shall be Proportionately levied each Fiscal Year on each Assessor’s Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to meet the remainder of the Special Tax Requirement needed. The applicable

Maximum Special Tax shall be based on the Undeveloped Property's classification.

E. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Sections B, C, and D.

F. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Finance Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding to all persons.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

H. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES)

WHEREAS, on July 24, 2024, the City Council of the City of Coachella (the “City Council”) adopted Resolution No. 2024-42 entitled “A Resolution of the City Council of the City of Coachella Declaring Its Intention to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services” (the “Resolution of Intention”), stating its intention to establish the City of Coachella Community Facilities District No. 2024-1 (Public Services) (the “District”) to fund certain services described therein (the “Services”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code section 53311 *et seq.* (the “Act”); and

WHEREAS, notice was published as required by the Act of the public hearing called pursuant to the Resolution of Intention as to the City Council’s intention to form the District and to provide for the costs of the Services; and

WHEREAS, the Resolution of Intention called for a public hearing on the District to be held on September 11, 2024, and on this date the City Council held a public hearing, as required by the Act, relative to its decision to proceed with the formation of the District and the levy of special taxes therein; and

WHEREAS, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of the special taxes were heard, evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the close of the public hearing, this City Council adopted resolutions entitled "Resolution of Formation of the City Council of the City of Coachella to establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to establish an Appropriations Limit therefor, to authorize the Levy of A Special Tax therein, and to Submit the establishment of an Appropriations Limit and the Levy of Special Taxes to the Qualified Electors thereof" (the “Resolution of Formation”), and "Resolution of the City Council of the City of Coachella calling a Special Election and submitting to the Qualified Electors of City of Coachella Community Facilities District No. 2024-1 (Public Services) propositions regarding the establishment of an appropriations Limit and the annual Levy of a Special Tax Within the Community Facilities District", which resolutions established the District, authorized the levy of a special tax within the District, and called an election within the District on the proposition of levying a special tax within, and establishing an appropriations limit for, the District; and

WHEREAS, an election was held within the District in which the landowners approved said propositions by ballots cast in the election.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Coachella as follows:

1. By the passage of this Ordinance, this City Council hereby authorizes and levies special taxes within the District, pursuant to the Act, at the rate and in accordance with

- the rate and method of apportionment of special taxes appended as **Exhibit B** to the Resolution of Formation (the “Rate and Method of Apportionment”), which Resolution of Formation is by this reference incorporated herein. The Special Tax is hereby levied to pay for the Services for the District, as contemplated by the Resolution of Formation and the Rate and Method of Apportionment, commencing in fiscal year 2024-25 and in each fiscal year thereafter.
2. The Public Works Director of the City or her designee is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for each parcel of real property within the District, in the manner and as provided in the Rate and Method of Apportionment.
 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.
 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of providing the Services, the payment of City costs in administering the District and the costs of collecting and administering the special tax.
 5. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District. The special taxes will be collected in the same manner as ordinary ad valorem property taxes, and the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of California Government Code section 53356.1 shall apply to delinquent special tax payments. The Public Works Director or her designee is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Riverside and to take all actions necessary to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year.

Notwithstanding the foregoing, any special taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

6. If for any reason a court with jurisdiction finds any portion of this ordinance to be invalid or finds the special tax to be inapplicable to any particular parcel, then the balance of this ordinance and the application of the special tax to the remaining parcels shall not be affected.
7. This ordinance shall take effect and be in force immediately as a tax measure; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the District.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1214, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella



STAFF REPORT
9/11/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation No. 36 – (Sevilla II-Pyramid Ranch)

SPECIFICS:

- a) Adopt Resolution No. 2024-48 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 36) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Adopt Resolution No. 2024-50 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 36 (Sevilla II-Pyramid Ranch).
- c) Adopt Resolution No. 2024-51 Canvassing The Results of The Election Held Within CFD No. 2005-01 Area No. 36 (Sevilla II-Pyramid Ranch).
- d) Adopt Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (1st Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take the following actions:

- 1) Adopt Resolution No. 2024-48 and Direct City Clerk to orally verify proof of publication of notices pursuant to Mello-Roos CFD Act of 1982, and confirm absence of any landowner protest;
- 2) Adopt Resolution No. 2024-50 Calling a Special Election.
- 3) Adopt Resolution No. 2024-51 Canvassing the Results of The Election within CFD No. 2005-01 Annexation Area No. 36 (Sevilla II-Pyramid Ranch).
- 4) Introduce for 1st Reading, by title only, Ordinance No. 1215 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to CFD No. 2005-01.

BACKGROUND:

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 19 years. The annexation areas consist of new residential subdivisions and multi-family residential development projects.

On July 24, 2024, the City Council adopted Resolution No. 2024-40 stating its intention to annex certain property (APN# 779-280-002 and 779-320-001), consisting of the Pyramid Ranch project (previously known as Sevilla II) (“Annexation Area No. 36”) into the District pursuant to the Act. A copy of Resolution No. 2040-40 which includes a description and map of Annexation Area No. 36, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on the Pyramid Project which includes construction of a new 204 single-residential community on 39.35 acres generally located west of Van Buren Street and south of Avenue 50, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01).

The resolution of intention affirmed the Annexation 36 Map, and the rate and method of tax collection for the annexed property. The CFD is collected through the annual property tax assessment rolls and, for this project, may be subject to a subsequent Agreement for deferral of assessments. There is currently one landowner, and they have filed a “Petition and Waiver” with the City Clerk’s Office certifying their desire to annex to the District under shortened timelines. Attached for the City Council’s review and approval are the following resolutions and Ordinance action items:

Resolution 2024-48 of the City Council Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation Area No. 36) in the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Resolution 2024-50 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area No. 36.

Resolution 2024-51 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 36 Annexed to Said District.

Ordinance No. 1215 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and

Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 36 Annexed to Said District (First Reading).

On the night of the public hearing, staff will provide the Mayor, or designee, with specific instructions on the necessary procedures and public announcements for conducting the above public hearings, and adopting the resolution and ordinance actions.

FISCAL IMPACT:

The attached resolutions and ordinance actions would pave the way to annex the Pyramid Ranch site (Annexation No. 36) into the City-wide CFD which would collect an annual special tax that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,516.52 plus CPI per every dwelling unit that is constructed within the developed single-family residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ALTERNATIVES:

1. Adopt the attached resolutions and introduce Ordinance 1215 for 1st Reading, by title only.
2. Continue this item and provide staff with direction.
3. Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

1. Resolution No. 2024-48 Determining Validity of Prior Proceedings
2. Resolution No. 2024-50 Calling Special Election_
3. Resolution No. 2024-51 Canvassing Results
4. Ordinance No. 1215 (1st Reading)
5. Exhibit A - Rate and Method (CFD 2005-01)
6. Exhibit B - CFD Annexation Map 36

RESOLUTION NO. 2024-48

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS RELATING TO ANNEXATION OF PROPERTY (ANNEXATION NO. 36) INTO CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

WHEREAS, the City Council (the “Council”) of the City of Coachella, California (the “City”), has heretofore adopted Resolution No. 2024-40 stating its intention to annex certain property, consisting of Sevilla II (Pyramid Ranch) – (“Annexation Area No. 36”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, a copy of Resolution No. 2024-40 incorporating a description and map of the proposed boundaries of Annexation Area No. 36, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 36, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36, prior to the annexation of Annexation Area No. 36, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 36, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, Resolution No. 2024-40 set September 11, 2024 as the date of the public hearing on the annexation of Annexation Area No. 36 to the District and this Council held the said public hearing as required by law; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 36 to the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearings evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearings is fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. Pursuant to Section 53325.1(b) of the Government Code, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

Section 2. Annexation Area No. 36 is hereby annexed into the District.

Section 3. The description and map of the boundaries of Annexation Area No. 36 on file in the City Clerk’s office and as described in said Resolution No. 2024-40 and incorporated herein by reference, shall be the boundaries of Annexation Area No. 36. The map of the proposed

boundaries of Annexation Area No. 36 has been recorded in the Office of the County Recorder of Riverside County, California in Book 93, page 97 of the Book of Maps of Assessments and Community Facilities Districts (Instrument Number 2024-0257482).

Section 4. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act, a special tax sufficient to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36 prior to the annexation thereof to the District and do not supplant services already available within the territory proposed to be included in Annexation Area No. 36. The rate and method of apportionment of the special tax and manner of collection is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. The special tax shall be utilized to pay for authorized services.

Section 5. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all real property in Annexation Area No. 36, and this lien shall continue in force and effect until the special tax obligation is canceled in accordance with law or until collection of the tax by the City ceases.

Section 6. Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within Annexation Area No. 36.

Section 7. The Council finds that there is not an ad valorem property tax currently being levied on property within Annexation Area No. 36 for the exclusive purpose of financing law enforcement, fire and paramedic services.

Section 8. Written protests against annexation of Annexation Area No. 36, or against the furnishing of specified services or facilities or the levying of a specified special tax within Annexation Area No. 36, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within Annexation Area No. 36.

Section 9. The Office of the City Manager, 1515 Sixth Street, Coachella, California 92236, (760) 398-3502, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.1 of the Government Code.

Section 10. The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of
Coachella

ATTEST:

Angela Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-48, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held September 11, 2024.

Angela Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney

City of Coachella

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX

RESOLUTION NO. 2024-50

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA
ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY
FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND
PARAMEDIC SERVICES) CALLING A SPECIAL ELECTION**

WHEREAS, the City Council (the “Council”) of the City of Coachella, California (the “City”), has heretofore adopted Resolution No. 2024-40 stating its intention to annex certain properties, consisting of Sevilla II – Pyramid Ranch (“Annexation Area No. 36”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, a copy of Resolution No. 2024-40 incorporating a description and map of the proposed boundaries of Annexation Area No. 36, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 36, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36 prior to the annexation of Annexation Area No. 36, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 36, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on September 11, 2024, this Council held a noticed hearing as required by law relative to the proposed annexation of Annexation Area No. 36 into the District; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 36 into the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to this Council on said matters before it, and this Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, this Council adopted its Resolution No. 2024-48 determining the validity of prior proceedings relating to such annexations; and

WHEREAS, the proposed special tax to be levied upon property within Annexation Area No. 36 to finance the above referenced public services has not been precluded by protest of the owners of one-half (1/2) or more of the area of land within Annexation Area No. 36; and

WHEREAS, this Council wishes to present to the respective qualified electors of Annexation Area No. 36 a proposition to levy special taxes on property within Annexation Area No. 36;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. Pursuant to Government Code Section 53353.5, the Council hereby submits to the qualified electors of Annexation Area No. 36 a proposition (the “Proposition 25”) to levy special taxes on property within Annexation Area No. 36 in accordance with the rate and method specified in Resolution 2024-40 of the Council. The Proposition 25 is attached as hereto.

Section 2. A special election is hereby called for Annexation Area No. 36 on the Proposition 25 set forth in Section 1 above.

Section 3. The date of the special elections shall be on the 11th day of September, 2024. The voter ballots shall be returned to the City Clerk at 53990 Enterprise Way, Coachella, California 92236, no later than 11:00 o’clock a.m. on September 11, 2024.

Section 4. The Council finds and determines that there were no registered voters residing within the territories of Annexation Area No. 36 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by the sole landowner or sole landowners, the ballot for the special election shall be mailed or hand delivered to the landowner or landowners within each of Annexation Area No. 36.

Section 5. Annexation Area No. 36 shall constitute a single election precinct for the purpose of holding said election.

Section 6. The Council hereby directs that the election be conducted by the City Clerk of the City of Coachella, as the elections official.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of
Coachella

ATTEST:

Angela Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-50, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

ATTACHMENT

RESOLUTION NO. 2024-51**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CANVASSING THE RESULTS OF THE ELECTION HELD WITHIN ANNEXATION AREA NO. 36 ANNEXED TO SAID DISTRICT.**

WHEREAS, the City Council of the City of Coachella, California (the “Council”) has previously conducted proceedings pertaining to the annexation of certain properties, consisting of Sevilla II – Pyramid Ranch (“Annexation Area No. 36”), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and

WHEREAS, on September 11, 2024, an election was held within Annexation Area No. 36 regarding the rate and method of apportionment of the proposed special tax; and

WHEREAS, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 36 was approved by the qualified electors of Annexation Area No. 36;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. It is hereby determined that the election conducted within Annexation Area No. 36 was duly and validly conducted.

Section 2. The Council, acting as the legislative body of the District, is authorized to levy the special tax on behalf of the District, as specified in Resolution No. 2024-48 determining the validity of prior proceedings adopted by the City Council on September 11, 2024.

PASSED, APPROVED and ADOPTED this 11th day of September, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of
Coachella

ATTEST:

Angela Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of a resolution, being Resolution No. 2024-51, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 11, 2024.

Angela Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

ORDINANCE NO. 1215

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 36 ANNEXED TO SAID DISTRICT

WHEREAS, on July 24, 2024, the City Council (the “Council”) of the City of Coachella, California (the “City”), adopted Resolution No. 2024-40 stating its intention to annex certain properties, consisting of Sevilla II – Pyramid Ranch (“Annexation Area No. 36”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 36 into the District; and

WHEREAS, on September 11, 2024 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 36 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 36 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 36 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2024-48 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 36 into the District and authorized the levy of a special tax within Annexation Area No. 36; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2024-50 which called an election within Annexation Area No. 36, for September 11, 2024 on the proposition of levying a special tax; and

WHEREAS, on September 11, 2024 an election was held within Annexation Area No. 36, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. A special tax is levied within the boundaries of Annexation Area No. 36 Exhibit “B”, pursuant to the formula set forth in Exhibit “A” attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36, prior to the annexation of Annexation Area No. 36, respectively, into the District.

Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit “A.”

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2024-48 of the Council.

Section 4. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.

Section 6. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella on this 11th day of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor

ATTEST:

Angela Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF COACHELLA)

I, Angela Zepeda, City Clerk of the City of Coachella do hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1215 duly passed and adopted at regular meeting of the City Council of the City of Coachella, California held on the 11th day of September, 2024.

By: _____
Angela Zepeda, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1215

NOTICE IS HEREBY GIVEN that on September 11, 2024, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1215. A summary of Ordinance No. 1215 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1215 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Angela Zepeda, City Clerk
City of Coachella

Dated: September 11, 2024

EXHIBIT “A”

**BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS
CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE
AND PARAMEDIC SERVICES)**

IN THE MATTER OF Authorizing) **ORDINANCE NO. 1215 SUMMARY**
the Levy of a Special Tax Within)
Annexation Area No. 36 Annexed)
to City of Coachella Community)
Facilities District No. 2005-1 (Law)
Enforcement, Fire and Paramedic)
Services))

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 36 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36, prior to the annexation of Annexation Area No. 36, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 36.

By: Angela Zepeda, City Clerk
City of Coachella

Dated: September 11, 2024

Exhibit A - Ordinance 1215
RATE AND METHOD OF APPORTIONMENT FOR
CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1
(LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the City of Coachella (the "CFD") and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the City Council of the City of Coachella, through the application of the Rate Method of Apportionment as described below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administration" means an official of the City, or designee thereof, responsible for providing for the levy and collection of the Special Taxes.

"CDF" means City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services).

"City" means the City of Coachella.

"City Council" means the City Council of the City.

"Commercial or Industrial Property" means for each Fiscal Year, property for which a building permit for new construction of a commercial or industrial use building has been issued.

"County" means the County of Riverside.

"Developed Multi-Family Residential Property" means for each Fiscal Year, all Taxable Property for which a building permit for new construction of a multi-family dwelling with four or more units was issued prior to June 30 of the prior Fiscal Year, exclusive of property for which the property owner pays Transient Occupancy Taxes or the property owner has entered into an agreement with the City pursuant to which such property owner pays Transient Occupancy Taxes.

“Developed Property” means for each Fiscal Year, all Developed Multi-Family Residential Property and Developed Single-Family Residential Property.

“Developed Single-Family Residential Property” means for each Fiscal Year, all Taxable Property for which a building permit new construction of a single-family dwelling unit was issued prior to June 30 of the prior Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Resolution of Formation” means the resolution adopted by the City as authorized by Section 53325.1 of the California Government Code.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel Taxable Property.

“State” means the State of California.

“Taxable Property” means all the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Transient Occupancy Taxes” means those transient occupancy taxes payable to the City pursuant to Ordinance.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels not classified as Developed Property or Commercial or Industrial Property.

B. ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, all Taxable Property within the CFD classified as Developed Single-Family Residential Property or Developed Multi-Family Residential Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Single-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12

month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

2. Developed Multi-Family Residential Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12 month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06 and for each following Fiscal Year, the City Council shall levy the Special Tax at the Maximum Special Tax on all Developed Single-Family Residential Property and Developed Multi-Family Residential Property.

E. EXEMPTIONS: EXCLUSIONS

No Special Tax shall be levied on Undeveloped Property, Commercial or Industrial Property or for Developed Property developed as part of a development with less than 4 units. In the event that a Developed Multi-Family Residential Property that has been excluded from a levy of the Special Tax by reason of the payment by the property owner of Transient Occupancy Tax, and should that payment be terminated, such Assessor Parcel shall not longer be excluded from Developed Multi-Family Residential Property and will be subject to the Special Tax.

F. APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the calculation of the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Board by filing a written notice of appeal with the Board Secretary, provided that the appellant is

current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF THE SPECIAL TAX

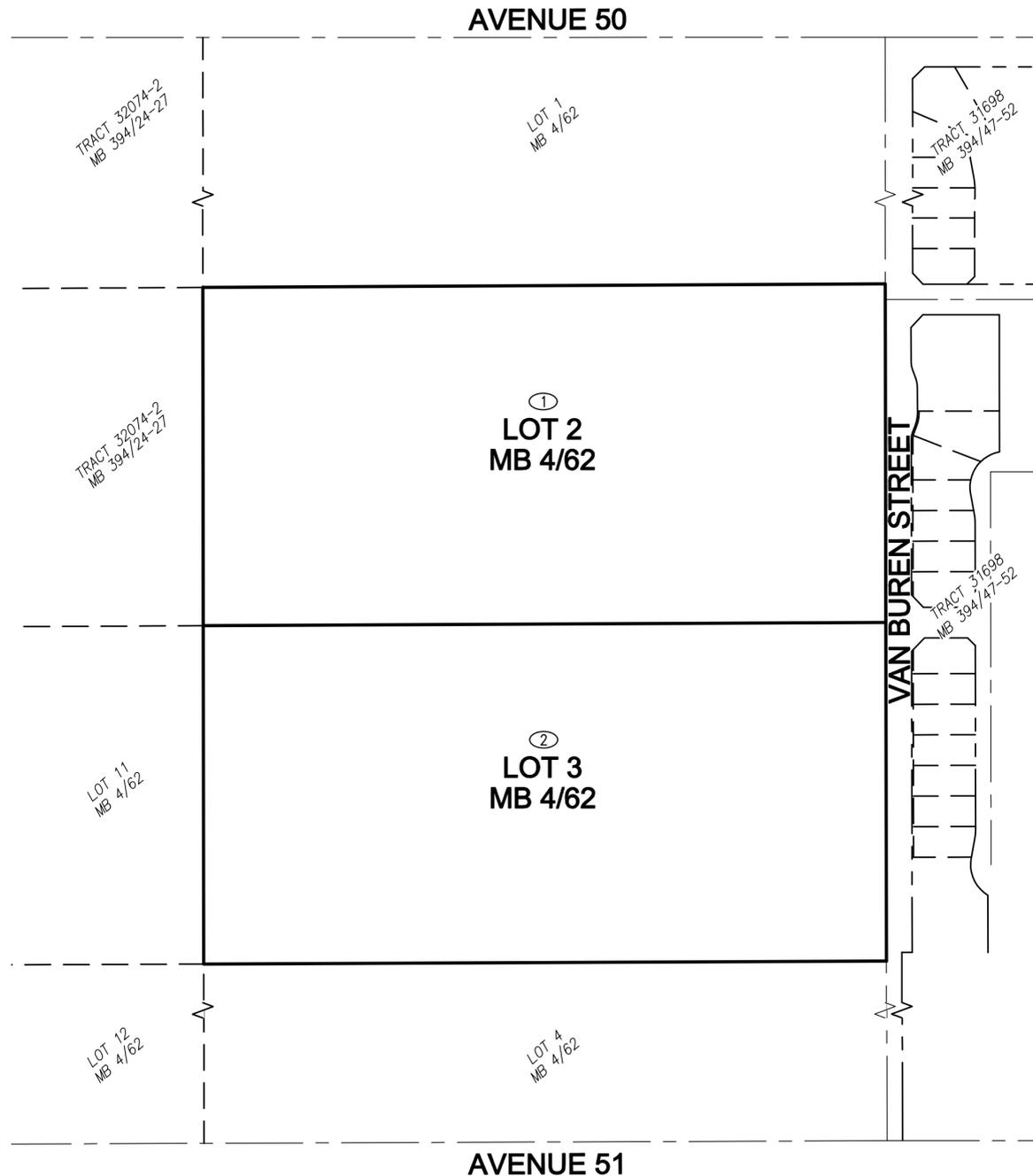
The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

The Annual Maximum Special Tax shall be levied in perpetuity or until Law Enforcement, Fire and Paramedic Services are no longer being provided by the City within the CFD, whichever is earlier.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ANNEXATION MAP NO. XX
TRACTS 38557 AND 38557-1
COMMUNITY FACILITIES DISTRICT 2005-1
(LAW ENFORCEMENT, FIRE AND
PARAMEDIC SERVICES)

NE QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. XX, TRACTS 38557 AND 38557-1, TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES), CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____

BY: _____
 CITY CLERK
 CITY OF COACHELLA

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGES _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDERS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

BY: _____
 COUNTY RECORDER
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON September 7, 2005, IN BOOK 63 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 100, AS INSTRUMENT NO. 2005-0737672.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

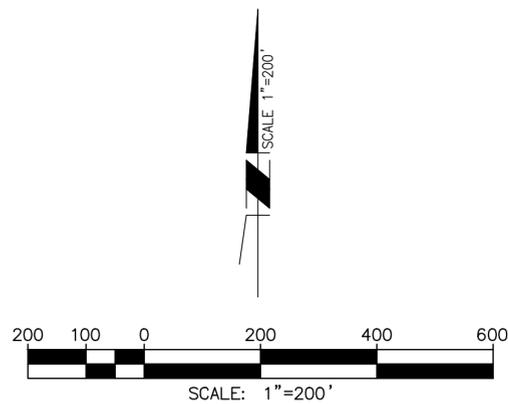
THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

ASMT. NO.	ASSESSOR'S PARCEL NO.	ACREAGE
1	779-280-002	19.80
2	779-320-001	19.55

LEGEND

— ANNEXATION BOUNDARY
 # ASSESSMENT NUMBER

OWNER
 PULTE HOME COMPANY, LLC
 27401 LOS ALTOS, SUITE 400
 MISSION VIEJO, CA 92691



Michael Baker
INTERNATIONAL

75410 Gerald Ford Drive, Suite 100
 Palm Desert, CA 92211
 MBAKERINTL.COM
 Phone: (760) 346-7481