

AGENDA

CITY COUNCIL 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

October 23, 2024

6:00 PM - REGULAR MEETING

In-Person Meeting Location:

Coachella City Hall

Council Chamber 1515 Sixth Street Coachella, CA If you would like to attend the meeting via Zoom, here is the link:

https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09

Or One tap mobile: 16699006833,,88457271898#,,,,*606140#

Or Telephone:

US: +1 669 900 6833 **Webinar ID: 884 5727 1898**

Passcode: 606140

Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de

abajo de la pantalla

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

In Real Time:

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

o 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.

- o If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

PLEDGE OF ALLEGIANCE:

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"

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

1. Update on Various Commissioner Terms

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.)

- 2. Regular Meeting Minutes of October 9, 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
- 3. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of October 23, 2024, \$3,281,045.76
- 4. Planning Division Quarterly Report
- 5. Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$222,938 for the City of Coachella Home Enhancement Program
- 6. Authorize a Consulting Contract with Holistic System Integration Solutions for Migration of Tyler Technologies Eden to Enterprise ERP Phase 1 and the Appropriation of \$97,500 from Unreserved General Fund (101)
- 7. Authorize the Purchase of a Digital Wireless Conference System for the Amount of \$79,671.20 and the Appropriation of \$44,671.20 from the Unreserved General Fund (101)
- <u>8.</u> Authorize the Purchase of a Zoom One Cloud-Based VOIP Phone System and Appropriate \$60,664.39 from the Unreserved General Fund for this Purchase

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

9. Appoint a Councilmember to the Coachella Rail Station Feasibility Study Advisory Committee

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

10. Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 to Pre-Zone 51 Parcels Currently in Unincorporated Riverside County "Pocket 7" to City of Coachella Zoning Designations of Residential Estate (R-E) and General Commercial (C-G); Applicant: City of Coachella

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





MINUTES

CITY COUNCIL 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

October 09, 2024

6:00 PM - REGULAR MEETING

In-Person Meeting
Location:

If you would like to attend the meeting via Zoom, here is the link:

https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09

Coachella City Hall
Or One tap mobile: 16699006833,,88457271898#,,,,*606140#

Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA

US: +1 669 900 6833 **Webinar ID: 884 5727 1898**

Passcode: 606140

Or Telephone:

Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

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o In Real Time:

of 250 words, or three minutes:

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Minutes

City Council Regular Meeting

October 09 Item 2.

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

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 6:00 p.m.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilman Delgado, Councilmember Galarza (arrived at 6:08

p.m. during item #1), Mayor Pro Tem Virgen, and Mayor Hernandez

City Clerk and City Treasurer via Zoom

PLEDGE OF ALLEGIANCE:

Pledge led by City Attorney.

APPROVAL OF AGENDA:

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

Motion: To approve the agenda

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 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

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

- 1. Proclamation Presented to Sergeant Tom Anderson
- 2. Code Enforcement Officer Appreciation Week
- 3. Palm Springs Airport Master Plan Update
- 4. FIND Food Bank's Hunger Action Month Summary & City Impact Report
- 5. Presentation by the Greater Coachella Valley Chamber of Commerce Quarterly Update

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. Regular Meeting Minutes of September 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
- 7. Quarterly Reports First Quarter FY 2024-2025
- 8. Authorization to file a Notice of Completion for City Project No. ST-118, Buena Vista and Pueblos at Avalar & Navarra Neighborhood Pavement Rehabilitation
- 9. Approve Sponsorship of Raices Cultura for 2024 Dia de los Muertos Celebration in the Amount of \$20,000
- 10. Award of Contract to Demo Unlimited, Inc., for \$40,389.82 to Complete Asbestos Abatement and Demolition of the Property at 52-156 Tripoli Way
- 11. Authorize the City Manager to Execute a Letter of Agreement with CannaBiz Consulting Group for Cannabis Social Equity Consulting Services in a Not-to-Exceed Amount of \$35,000
- 12. Adopt Resolution No. 2024-56 Authorizing the City Manager to Execute and Record a Deed Restriction for the Rancho Las Flores Park Phase II Property
- 13. Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 2nd Reading to Amend Coachella Municipal Code Title 17 Regarding Zoning District Permitted Uses and Development Standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated
- 14. Approve a Professional Services Agreement Between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2024-2025 in the Amount of \$82,500

Motion: To approve the Consent Calendar as presented

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: None

October 09 Item 2.

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ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

Councilmember Galarza requested to move item 19 to the first item under New Business.

Motion: To move item #19 before item #15.

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

19. Adopt Resolution No. 2024-57 Approve American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Business Management Program with the University of California, Riverside Extension (UCRX) in the amount of \$287,220.

Councilmember Galarza stepped away at 7:35 p.m. and returned at 7:37 p.m.

Motion: To adopt Resolution No. 2024-57 Approve American Rescue Plan Act Funds (ARPA) for the

State and Local Fiscal Recovery Fund (SLFRF) Program for the Business Management Program with the University of California, Riverside Extension (UCRX) in the amount of \$287,220.

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

Councilmember Dr. Figueroa made a comment that he does work for the University of California system and he does not gain any money from this because he does not work for that department.

15. Approve Plans and Authorize Staff to bid and Authorize Appropriation of \$3,000,000 from General Fund for the Avenue 52 Pavement Rehabilitation Project, City Project Number ST-139

Motion: To approve Plans and Authorize Staff to bid and Authorize Appropriation of \$3,000,000 from

General Fund for the Avenue 52 Pavement Rehabilitation Project, City Project Number ST-139

Made by: Councilmember Galarza

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City Council Regular Meeting

October 09 Item 2.

Page 5

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

16. Adopt Resolution No. 2024-33 Allocating \$500,000 in American Rescue Plan Act (ARPA) Funds Toward the Coachella Home Enhancement Program (HEP) and Authorizing the City Manager to Enter Into an Agreement With the County of Riverside Housing and Workforce Solutions to Administer the HEP Program

Motion: To increase amount to include remaining ARPA Funds to \$523,000.

Made by: Mayor Pro Tem Virgen

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

With the time being 8:17 p.m. and per Resolution No.2019-34, Public Comments were moved up right after item #16 on page 5.

- 1. Elvira Carrillo
- 17. Provide Staff Direction for 2024 Hometown Heroes Honorees

Direction given – Maritza Martinez has list of nominees.

18. Award Professional Services Agreement to Grizzly Entertainment for \$35,000 for a Drone Show Feature Addition to the 2024 Holiday Tree Lighting Ceremony; Approve Allocation of \$35,000 from Unallocated General Fund Reserves for Award

Motion: To award Professional Services Agreement to Grizzly Entertainment for \$35,000 for a Drone

Show Feature Addition to the 2024 Holiday Tree Lighting Ceremony; Approve Allocation of

\$35,000 from Unallocated General Fund Reserves for Award.

Made by: Councilmember Galarza Seconded by: Mayor Pro Tem Virgen Approved: 2-1-2 roll call vote:

Minutes

City Council Regular Meeting

October 09 ltem 2.

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

ABSTAIN: Councilmember Delgado

ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

With the time being after the 8:00 p.m. hour and per Resolution No. 2019-34, Public Comments were moved up after item #16 on page 5.

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 8:46 p.m.

Angela Zepeda
City Clerk

apChkLst 10/09/2024 7:51:45AM

Check List City of Coachella

Page: 1

Bank: ewfb EFT FOR WELLS FARGO BANK -									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
2358	8/30/2024	53800	WILMINGTON TRUST N. A.	08302024	8/30/2024	CFD 2018-1 SPEC TAX FD	214,580.48	214,580.48	
					ГБС	214.580.48			

Grand Total All Checks:

214,580.48

Date: **August 30, 2024**

Controller: Ruben Ramirez

apChkLst 09/19/2024 7:40:32AM

Check List City of Coachella Page: 1

Bank: wfb WELLS FARGO BANK									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
120648	9/19/2024	53085	COUNTY OF RIVERSIDE	INV-00294412	9/9/2024	SUPP DEPOSIT- AVE 50/JACk	5,000.00	5,000.00	
						Sub total for WELLS	FARGO BANK:	5,000.00	

Grand Total All Checks:

5,000.00

Date: September 19, 2024

Controller: Ruben Ramirez

Page: 1

apChkLst

10/08/2024 9:29:02AM

Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2346	9/26/2024	53858	USDA RURAL DEVELOPMENT 09262024	9/26/2024	SEP2024- 2005-B USDA WAS1	181,423.85	181,423.85
				ГГ	OR WELLS FARGO BANK -SEPA	RATE CHECK:	181,423.85

1 checks in this report.

Grand Total All Checks:

181,423.85

Date: September 26, 2024

apChkLst

10/01/2024 9:14:31AM

Check List City of Coachella

Page: 1

Bank	: ewfb EF	T FOR W	ELLS FARGO BANK -							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total		
2321	10/1/2024	53848	MEZA, NICOLAS	Sponsorship	9/30/2024	CONTAINER PARK SERIES SF	10,000.00	10,000.00		
					Γ FOR WELLS FARGO BANK -SEPARATE CHECK:					

Grand Total All Checks:

10,000.00

Date: October 1, 2024

Controller: Ruben Ramirez

apChkLst 10/08/2024 9:56:13AM

Check List City of Coachella

Page: 1

Bank:	ewfb EFT	FOR WEL	LS FARGO	BANK -
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2347	10/1/2024	53858	USDA RURAL DEVELOPMENT 10012024	10/1/2024	OCT2024- USDA AVE 54 WAS	87,200.94	87,200.94
				ΓF	OR WELLS FARGO BANK -SEPA	ARATE CHECK:	87,200.94

Grand Total All Checks:

87,200.94

Date: **October 1, 2024**

Controller: Ruben Ramirez

Page: 1

apChkLst 10/01/2024 8:15:30AM

Check List City of Coachella

Bank: wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120649	10/2/2024	56012	ALVAREZ LUCERO, IGNACIO	Ref000246285	9/30/2024	UB Refund Cst #00057940	6.02	6.02
120650	10/2/2024	56013	DR HORTON	Ref000246286	9/30/2024	UB Refund Cst #00058328	86.95	86.95
120651	10/2/2024	56009	GALEANA LOPEZ, TOMAS AN	IIRef000246281	9/30/2024	UB Refund Cst #00057283	38.02	38.02
120652	10/2/2024	56014	GRACE, ROGER	Ref000246288	9/30/2024	UB Refund Cst #00058541	69.46	69.46
120653	10/2/2024	55956	GROUP XIII PROPERTIES LP	‡Ref000246278	9/30/2024	UB Refund Cst #00049058	42.02	42.02
120654	10/2/2024	56008	HILGESEN, DAWN	Ref000246280	9/30/2024	UB Refund Cst #00056360	39.75	39.75
120655	10/2/2024	56007	LOPEZ BARAJAS, JAIME	Ref000246279	9/30/2024	UB Refund Cst #00056028	126.69	126.69
120656	10/2/2024	55998	MARTIN MARIETTA S. D. A. LI	LRef000246287	9/30/2024	UB Refund Cst #00058525	298.20	298.20
120657	10/2/2024	56011	PULTE GROUP CO, LLC	Ref000246284	9/30/2024	UB Refund Cst #00057818	55.54	55.54
120658	10/2/2024	55597	ROMERO, ESPERANZA	Ref000240859	2/1/2024	UB Refund Cst #00031820	70.09	70.09
120659	10/2/2024	56010	VAAL LOPEZ, VICTOR	Ref000246283	9/30/2024	UB Refund Cst #00057589	82.51	82.51
120660	10/2/2024	55995	VINEYARD VILLAS ASSOCIAT	TRef000246282	9/30/2024	UB Refund Cst #00057417	14.49	14.49
						Sub total for WELLS	FARGO BANK:	929.74

Grand Total All Checks:

929.74

Date: October 2, 2024

Controller: Ruben Ramirez

Page: 1

apChkLst 10/01/2024 10:50:42AM

Check List City of Coachella

Bank: ewfb EFT FOR WELLS FARGO BANK -

Dank	. CWID LI	I I OK WE	LLS FARGO BANK -					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2322	10/2/2024	48014	ALBERT A. WEBB ASSOCIATE	EARIV0005190	8/24/2024	PE8/24 SVCS: CENTRAL PARI	65,247.65	65,247.65
2323	10/2/2024	53429	ALIANZA COACHELLA VALLE	YRefund	9/23/2024	DEPOSIT REFUND- 9/20 LIBR	300.00	300.00
2324	10/2/2024	54859	AMAZON CAPITAL SERVICES	, 19D7-1DQK-79F	9/26/2024	SCISSORS, BOSTITCH DESK	61.42	
				16RC-L3G1-PLK	9/15/2024	SAMSUNG GALAXY NOTE 20	29.34	
				1GG1-7PG4-64N	9/10/2024	SAMSUNG GALAXY S24 PLUS	62.49	
				1Y77-1RK7-XWI	8/25/2024	BLACKMAGIC DESIGN VIDEO	252.29	
				1JGR-3MM1-JHI	1/10/2024	LABEL TAPE & BROTHER P-T	55.28	
				1NTG-M33G-3T	9/26/2024	COMPOSTABLE DISPOSABLE	173.98	
				1WQD-1749-N6I	9/6/2024	2021 INTERNATIONAL MECHA	388.61	
				1TWR-KYC1-TC	9/1/2024	PANASONIC HD VIDEO CAME	612.25	
				13RQ-4J7G-FL3	9/21/2024	SURVEYING W/ CONSTRUCT	110.62	
				16FR-9QKJ-44JI	9/16/2024	ELEMENTARY SURVEYING: A	334.80	
				1M3R-W4NH-C€		ILLUSTRATED GUIDE TO THE	166.11	
				1MXP-Q4QD-4V	9/11/2024	MR COFFEE BLACK COFFEE	65.24	
				1NKQ-DN36-1X		MESH DESK PAPER ORGANIZ	34.56	2,346.99
2325	10/2/2024	49989	ANDREAS LLC	87560	9/18/2024	BUSINESS CARDS: HERNANI	556.64	
				87553	9/6/2024	CORRECTION NOTICE BOOK	1,042.84	
				87577	9/23/2024	CODE ENFORCEMENT ENVE	508.69	2,108.17
2326	10/2/2024	53291	ANGENIOUS ENGINEERING	19-07A-046	8/31/2024	PE8/31 AVE 50 BRIDGE	44,478.99	
				19-07B-042	8/31/2024		1,313.16	45,792.15
2327	10/2/2024	45929	BECK OIL, INC.	132447	9/15/2024		103.28	
				132446	9/15/2024		82.86	
				132441	9/15/2024		1,073.95	
				132430	9/15/2024	PE9/15 CODE ENF DEPT FUE	561.79	
				132422	9/15/2024	PE9/15 SENIOR CNTR FUEL	565.39	
				132421	9/15/2024	PE9/15 VEHICLE MAINT DEPT	474.08	
				132408	9/15/2024	PE9/15 PARKS DEPT FUEL	616.27	
				132405	9/15/2024	PE9/15 WATER DEPT FUEL	1,206.27	
				132403	9/15/2024	PE9/15 STREETS DEPT FUEL	997.93	
				132399	9/15/2024	PE9/15 LLMD DEPT FUEL	161.96	
				132473	9/15/2024	PE9/15 GRAFFITI DEPT FUEL	256.49	
				132397	9/15/2024	PE9/15 ENG DEPT FUEL	179.00	
				132667	9/16/2024	DIESEL FUEL	1,127.77	
				132668	9/16/2024	SHELL TURBO OIL	179.55	7,586.59

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2328	10/2/2024	02320	CALPERS	10000001767968	9/16/2024	#6373819375, OCT2024 HEAL	125,165.91	
2020	10,2,202 1	02020	orter Erito	10000001767968		#6373819375, OCT2024 HEAL	14,266.50	139,432.41
2329	10/2/2024	44307	CIVICPLUS LLC	308743	9/1/2024	SP2024-AG2025 MUNICODE N	6,848.00	6,848.00
	10/2/2024		COUNTY OF RIVERSIDE		9/10/2024	7/25-8/21 LAW ENFORCEMEN	741,247.09	0,040.00
	. 0, 2, 202 1	001.10	GGGNTT GT TAVERGIBE		9/10/2024	7/25-8/21 LAW ENFORCEMEN	12,793.61	754,040.70
2331	10/2/2024	54112	CULTURAS MUSIC & ARTS	100	9/17/2024		28,800.00	28,800.00
	10/2/2024		DE LAGE LANDEN PUBLIC	588436527	9/20/2024		368.67	368.67
	10/2/2024		DESERT VALLEY SERVICES I		8/28/2024		422.83	300.07
2000	10/2/2021	10012	DEGERT WILLET GETWIGEGT	645291	8/29/2024	,	282.95	
				645616	9/4/2024	CUPS, PLATES & TOWELS	413.87	
				646352	9/12/2024	TOILET TISSUE, NITRILE GLC	348.50	1,468.15
2334	10/2/2024	44713	FARMER BROTHERS CO.	95676141	8/30/2024	·	720.53	1,400.10
	. 0, 2, 202 .		THE THE THE TENE	95676200	9/16/2024	to a contract the contract to a contract the second to the contract to the con	311.66	
				95676202	9/16/2024	The second secon	184.59	1,216.78
2335	10/2/2024	00207	GRAINGER INC	9222177280	8/20/2024	MEN'S RUBBER BOOTS	492.74	1,210.70
				9226191626	8/22/2024	HEAVY DUTY FLOAT SWITCH	234.92	
				9230334725	8/27/2024	SEALED LEAD ACID BATTER)	420.20	1,147.86
2336	10/2/2024	53123	GRANICUS	190484	9/19/2024	CUSTOMIZATIONS- GOVACCI	1,000.00	1,111.00
				189961	9/6/2024	CUSTOMIZATIONS	1,500.00	2,500.00
2337	10/2/2024	00996	HOME DEPOT	2110802	8/22/2024	HUSKY HEAVY DUTY 5 TIER 5	599.98	_,000.00
				7154300	8/27/2024	SANDED PLYWOOD, ETC	58.25	658.23
2338	10/2/2024	54791	HYDROPRO SOLUTIONS, INC		8/9/2024	4" OCTAVE SS FLOAT-FLG, E	28,437.58	333.23
			,	0003054-IN		ALLEGRO 4G REG ONLY, ETC	2,626.57	31,064.15
2339	10/2/2024	44957	INTERWEST CONSULTING G	F412091	6/12/2024	MAY2024 PLAN REVIEW SVC	8,640.00	8,640.00
2340	10/2/2024	52802	RED WING BUSINESS ADVAN	1.2024090500343;	9/5/2024	9/3 EMPLOYEE WORK BOOTS	16.37	16.37
2341	10/2/2024	55651	SEEK PERSONNEL STAFFING	3001806	9/12/2024		1,361.60	
				001825	9/16/2024		2,888.80	
				001820	9/12/2024	WE 9/8: ESPINO+HERNANDE	2,539.20	
				001821	9/5/2024	WE 9/1: ESPINO+HERNANDE.	3,293.60	10,083.20
2342	10/2/2024	48436	UNIVAR SOLUTIONS USA INC	5.52379256	8/29/2024	SODIUM HYPOCHLORITE	736.96	. 0,000.20
				52379257	8/29/2024	SODIUM HYPOCHLORITE	796.39	1,533.35
2343	10/2/2024	55817	VESTIS SERVICES, LLC	AUG2024 GRFT		PE8/31, CUST #6136434, UNIF	48.08	48.08
2344	10/2/2024	51697	WESTERN WATER WORKS S		8/28/2024	SOFT COPPER TUBING 100F	1,370.25	
				1409907-00	8/22/2024	10X1/8 12H FF CI RUBBER	14.14	1,384.39
2345	10/2/2024	54719	YUNEX LLC	5610002941	8/27/2024	INSTLL'D BBS & CONTROLLE	38,495.00	38,495.00

Page: Item 3.

Γ FOR WELLS FARGO BANK -SEPARATE CHECK:

1,151,126.89

Bank: wfb WELLS FARGO BANK

01 1 "	5.4							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120661	10/2/2024	54978	3CMA	INV-1922	9/24/2024	ANNUAL CONF REG- RISSET	760.00	
				INV-1906	9/18/2024	ANNUAL CONF EXCURSION-	5.00	765.00
	10/2/2024		ALLIED PAVING CO.	RETENTION	9/26/2024	RETENTION- ST PAVEMENT F	12,003.90	12,003.90
	10/2/2024		AMATO, DANIELLE	Refund	9/23/2024	DEPOSIT REFUND- 9/21 LIBR	300.00	300.00
	10/2/2024		AVIR, INC.	9-904216-30	9/6/2021	T&M FOR DIGITAL SIGNAGE (15,593.13	15,593.13
120665			BELTRAN, EDGAR	Fees	9/11/2024	REIMBURSEMENT FOR EXAM	485.00	485.00
120666	10/2/2024		BEST SIGNS, INC.	98409	7/29/2024	INSTLL'D WINDOW VINYL @ (1,218.00	1,218.00
120667	10/2/2024	00836	BIO-TOX LABORATORIES	46301	8/23/2024	7/15+30 LAB SERVICES	1,090.63	
				46302	8/23/2024	7/15 LAB SERVICES	546.30	
				46356	8/26/2024	7/8 LAB SERVICES	468.05	
				46434	9/19/2024	8/12+26 LAB SERVICES	702.55	
				46435	9/19/2024	8/12+26 LAB SERVICES	683.83	
				46483	9/19/2024	8/5 LAB SERVICES	283.05	3,774.41
	10/2/2024		BLACK KNIGHT TECHNOLOG		9/15/2024	AUG2024 SITXPRO SBSCRPT	250.00	250.00
120669	10/2/2024	52723	BRIGHT EVENT RENTALS, LL		9/17/2024	9/14-16 GENERATOR RNTLS	4,648.00	
				805046	9/17/2024	9/14-16 TENT+MESH TENT W	4,127.74	
				805045	9/17/2024	9/14-16 SFTY PKG+TENT+ET(4,292.15	
				805048	9/19/2024	9/14-15 CHAIR+LINEN+FAN+E	4,069.89	
				805047	9/20/2024	9/14-16 TENT MESH WALL RN	4,503.40	
				805044	9/17/2024	9/14-16 TENT RNTL	7,179.89	
				804992	9/12/2024	9/12 TENT+SFTY PKG+CHAIR	2,570.12	31,391.19
	10/2/2024		BRISAS AIR CONDITIONING I		8/30/2024	INSTLL'D THERMOSTAT @ 15	300.00	300.00
120671	10/2/2024	44494	BURRTEC WASTE & RECYCL		8/1/2024	AC 44-BS 405340, 85075 AVE	65.38	
				BD 9/1/24	9/1/2024	AC 44-BS 405340, 85075 AVE	65.38	130.76
120672	10/2/2024	50646	BURRTEC WASTE & RECYCL		5/2/2024	ACC #404533, MARCH SWEEI	34,890.36	
				3#SWEEP2023	5/2/2024	ACC #404533, APRIL SWEEPE	35,440.66	70,331.02
	10/2/2024		CALED	200003824	4/16/2024	REG 4/10-12, ANNUAL CONF:	1,790.00	1,790.00
120674	10/2/2024	02048	CDW GOVERNMENT, INC.	AA3247K	8/29/2024	PAN TB FZ-55 I7-1370P 512/16	3,450.73	
				AA6UV3F	9/18/2024	APC BACK UPS ES 600VA 120	330.56	
				AA27X9P	8/22/2024	VIEWSONIC VP2768A 27 PRO	403.78	
				AA31Q9X	8/28/2024	VIEWSONIC VP2768A 27 PRO	-403.77	
				AA7BK2R	9/20/2024	SONICWALL 1YR DYNAMIC S	395.00	4,176.30
120675	10/2/2024	55591	CICCS TRUST	2024-9	9/3/2024	SEPT2024 CICCS TRUST EAF	171.90	171.90

120691 10/2/2024 49635

120692 10/2/2024 48977

120693 10/2/2024 44578

120694 10/2/2024 55660

Check List City of Coachella



Bank: wfb WELLS FARGO BANK (Continued) **Date** Check # Vendor Invoice Inv Date Description **Amount Paid Check Total** 120676 10/2/2024 53220 COACHELLA ACE HARDWARE7754/1 9/17/2024 TAPE MEASURE FATMAX 35'. 58.70 8/27/2024 FAUCET LAV CHRM 2H LL 7658/1 65.24 7667/1 8/29/2024 ACE BEST RLR M FRM, ETC 11.40 7685/1 9/4/2024 C+K INT SG MTB 5G, ACE FO. 281.08 7713/1 9/10/2024 WIRE 12 THHN SLD. ETC 84.63 7650/1 8/26/2024 MISC FASTENERS 7.23 508.28 120677 10/2/2024 56000 CODEX CREATION COMMITTECCC-RWLM01 9/12/2024 11/2 RUN W/ LOS MUERTOS (45.000.00 45,000.00 120678 10/2/2024 55769 COLOSSAL STRUCTURAL STI1351 9/12/2024 FBRCTN/INSTLL'D STEEL GAT 22,500.00 1357 9/16/2024 ADDTNL TRASH CLEANING @ 4,500.00 27,000.00 120679 10/2/2024 52375 CORE & MAIN LP V458824 8/16/2024 E129 2 BRZ METER FLANGE. 1,072.09 1,072.09 120680 10/2/2024 00214 CORONET CONCRETE PROD 1189076 6/26/2024 6.0 SACK EQ 60/40 FA 557.76 557.76 120681 10/2/2024 09950 **CVWD** Aug 2024 9/1/2024 CN 332543, AUG2024 WELL R 57.808.77 57.808.77 120682 10/2/2024 02115 **CWEA** EB-11/30/24 9/11/2024 MBRSHP RNWL: E. BELTRAN 239.00 239.00 120683 10/2/2024 54135 500.00 DEL VALLE INFORMADOR INC2024-147 9/12/2024 9/12 AD: EL GRITO EVENT 500.00 120684 10/2/2024 12870 DEPARTMENT OF JUSTICE 8/5/2024 754370 **JULY2024 FINGERPRINTS** 245.00 245.00 120685 10/2/2024 47952 DESERT LIVE SCAN 4378 8/28/2024 AUG2024 FINGERPRINT SVC 50.00 50.00 120686 10/2/2024 53007 **DESERT PROMOTIONAL &** 100033 8/26/2024 LONG-SLEEVE T-SHIRTS W/ 254.48 254.48 120687 10/2/2024 13700 DEWEY PEST CONTROL INC. 16887535 9/1/2024 AC103361, SEPT2024, 1540 7 80.00 9/1/2024 16892658 AC2010194, SEPT-NOV2024, / 156.00 16892664 9/1/2024 AC1434611, SEPT2024, DIST (60.00 16892669 9/1/2024 AC1450610, SEPT2024, DE OF 160.00 16899660 9/1/2024 AC2012540, SEPT2024, 51301 1.200.00 16899661 9/1/2024 AC2012536, SEPT2024, 48400 1.200.00 16912033 9/1/2024 AC1281215, SEPT2024, SIERF 301.00 16912034 9/1/2024 AC1281218, SEPT2024, 51251 900.00 4.057.00 120688 10/2/2024 55683 202406632 DUDEK 8/21/2024 PE7/26 TYLER ST SEWER CA 13,906.88 13.906.88 120689 10/2/2024 14860 E. K. WOOD LUMBER COMPAI517261 8/15/2024 CONCRETE MIX, NONTOXIC 637.83 637.83 120690 10/2/2024 14700 E. S. BABCOCK & SONS, INC. CH41394-0076V 8/24/2024 JUNE-JULY2024 LAB SAMPLE 2,642.03 CH41395-0076D 8/24/2024 JULY2024 LAB SAMPLES FOR 4,121.33 6,763.36

2,000.00

990.95

1,200.00

3,053.55

2.000.00

85.88

905.07

1,200.00

3,053.55

9/24/2024

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2024-70394

EISENHOWER MEDICAL CENTAug 2024

GANNETT CALIFORNIA LOCAI0006650802

EVERON

FRANCE MEDIA, INC

9/16/2024 AC #700000133, AUG2024 SV

8/27/2024 ADDTNL EQUIP/TRIP CHRG (

8/29/2024 ADDTNL EQUIP/LABOR CHRC

8/31/2024 AUG2024 PUBLISHED ADS

1/2 PG AD: SEPT 2024

Bank: wfb WELLS FARGO BANK (Continued)

Бапк	Bank: with Well's FARGO BANK (Continued)									
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total		
120695	10/2/2024	51494	GARDA CL WEST, INC.	20615142	8/31/2024	AUG2024 EXCESS LIABILITY/	853.20			
				20615148	8/31/2024	AUG2024 EXCESS COIN BAG	15.09	868.29		
120696	10/2/2024	55303	IDS GROUP, INC.	23X47.00-10	8/31/2024	PE8/28 LIBRARY ANNEX SVC:	13,800.00	13,800.00		
120697	10/2/2024	20450	IMPERIAL IRRIGATION DISTR	150035560-AG24	8/30/2024	AC50035560, 7/30-8/27, ST LIC	22,919.15			
				50387122-AG24	9/11/2024	AC50387122, 8/1-9/3, SEWER	42,499.01	65,418.16		
120698	10/2/2024	45757	IMPERIAL IRRIGATION DISTR	14037601	9/23/2024	ENG FEE- AVE 50/TYLER ST	10,000.00	10,000.00		
120699	10/2/2024	55169	INDUSTRIAL HEALTH MEDICA	00011488	7/15/2024	JULY2024 DRUG TEST & PHY	110.00			
				00011629	9/3/2024	AUG2024 DRUG TEST SVCS	135.00			
				00011741	9/9/2024	SEPT2024 DRUG TEST SVC	65.00	310.00		
	10/2/2024		IRC, INC.	2024080028	9/1/2024	AUG2024 PRE-EMPLOYMENT	136.45	136.45		
	10/2/2024		JERNIGANS SPORTING GOO	[Sta 9/1/24	9/1/2024	AUG2024 EMPLOYEE WORK	613.29	613.29		
	10/2/2024		JUAREZ BEDOLLA, ANGELA		9/23/2024	9/15 EL GRITO- VENDOR DEF	300.00	300.00		
120703	10/2/2024	55978	KIMLEY-HORN AND ASSOCIA		8/31/2024	PE8/31 HSIP CYCLE 12 APP S	14,400.00			
				29402969	8/31/2024	PE8/31 LOCAL ROAD SAFETY	16,348.06	30,748.06		
	10/2/2024		KOA CORPORATION	JB92071-48	8/30/2024	PE8/23 AVE 50 IMPROVEMEN	2,686.10	2,686.10		
120705	10/2/2024	45051	LAMAR OF PALM SPRINGS	116282706	9/2/2024	9/2-29 POSTER ADVERTISING	1,273.00			
				116282709	9/2/2024	9/2-29 ROTARY POSTER ADV	845.45			
				116326723	9/16/2024	9/16-10/13 AD: TTC FESTIVAL	3,300.00	5,418.45		
120706	10/2/2024	45257	LIEBERT CASSIDY WHITMOR		3/31/2024	PE3/31: #CO015-00010	1,165.50			
				275494	8/31/2024	PE8/31: #CO015-00001	405.00			
				276025	8/31/2024	PE8/31: #CO015-00010	5,793.50	7,364.00		
120707	10/2/2024	24600	LOPES HARDWARE	744	8/28/2024	10" PLIERS, DRILL BITS, SCR	262.03			
				0001017	9/18/2024	MASONRY BIT, UNI BIT, ETC	118.46	380.49		
	10/2/2024		LSA ASSOCIATES, INC.	195489	8/31/2024	PE8/31 ANNEXATION OF POC	797.50	797.50		
120709	10/2/2024	49857	MANPOWER US INC.	38929394	9/8/2024	WE 9/8: DURAN+VARGAS	2,156.84			
				38929395	9/8/2024	WE 9/1: DURAN+VARGAS	2,852.00	5,008.84		
120710	10/2/2024	51579	METLIFE- GROUP BENEFITS		8/16/2024	SEPT2024 AD&D/LIFE #00109	195.62			
				0082817278	8/30/2024	OCT2024 AD&D/LIFE #001096	211.10	406.72		
	10/2/2024		MIG, INC.	0088038	9/24/2024	PE8/31 ADA SELF-EVALUATIC	3,256.25	3,256.25		
	10/2/2024		OLLIN STRATEGIES	284	9/15/2024	SEPT2024 CONSULTING SVC	5,000.00	5,000.00		
	10/2/2024		PACIFIC LIGHTWAVE INC	80115	9/30/2024	OCT2024 INTERNET SVCS	799.00	799.00		
	10/2/2024		PALM SPRINGS PUMP, INC.	24-5426	8/29/2024	6/25 SVC CALL @ WELL #11	140.00	140.00		
120/15	10/2/2024	54812	PAX FITNESS REPAIR, LLC	2744	9/6/2024	SEPT2024 PREVENTATIVE M/	225.00			
400740	40/0/0004	50500	DI ANIT DDINT MODICO	2766	9/17/2024	TREADMILL REPAIRS @ BOX	1,530.90	1,755.90		
120/16	10/2/2024	52596	PLANIT PRINT WORKS	934592	9/13/2024	CONST SETS- BAGDOUMA PA	564.83	564.83		

Bank: wfb WELLS FARGO BANK (Continued) Check # **Date** Vendor Invoice Inv Date Description **Amount Paid Check Total** 120717 10/2/2024 56003 PREFERRED CONSTRUCTION 13958 9/16/2024 TOILET PARTITIONS @ 1540 5.044.00 5.044.00 120718 10/2/2024 42759 PROPER SOLUTIONS, INC. 16361 9/13/2024 WE 9/13: BECERRA+LOREDC 3.071.20 16362 9/13/2024 WE 9/13: J. BELTRAN 1.581.56 16387 9/13/2024 9/11 ASSESSMENT TESTING 40.00 16390 9/20/2024 WE 9/20: BECERRA+LOREDC 3.071.20 16391 9/20/2024 WE 9/20: J. BELTRAN 1,581.56 16309 8/30/2024 WE 8/30: J. BELTRAN 1,664.80 16334 9/6/2024 WE 9/6: BECERRA+LOREDO 2,303.40 16335 9/6/2024 9/3+4 ASSESSMENT TESTING 760.00 16336 9/6/2024 WE 9/6: J. BELTRAN 1,186,17 16308 8/30/2024 8/26 ASSESSMENT TESTING 280.00 16281 8/23/2024 WE 8/23: BECERRA+LOREDC 2.879.25 16282 8/23/2024 WE 8/23: J. BELTRAN 1.664.80 16306 8/30/2024 WE 8/30: BECERRA+LOREDC 3.071.20 23,155.14 120719 10/2/2024 56001 RADCO, INC. 5819 9/3/2024 INSTLL'D WATER LINE @ 513 9.750.00 9,750.00 120720 10/2/2024 54500 **RELIABLE TRANSLATIONS CC28894** 9/23/2024 9/23 DOCUMENT TRANSLATION 178.72 178.72 120721 10/2/2024 48608 9/11/2024 REYES COCA-COLA BOTTLIN/43265423022 **SOFT DRINKS & POWERADE** 546.98 546.98 120722 10/2/2024 51785 RMC WATER AND ENVIRONM 28081 9/5/2024 PE8/30 MESQUITE & AMEZCL 4,952.45 4,952.45 120723 10/2/2024 44161 ROBERT HALF 9/2/2024 64020209 WE 8/30: D. BARTOLINI 1.766.40 64046349 9/9/2024 WE 9/6: D. BARTOLINI 1.324.80 64073116 9/16/2024 WE 9/13: D. BARTOLINI 1.766.40 64099893 9/23/2024 WE 9/20: D. BARTOLINI 1,324.80 6,182.40 120724 10/2/2024 55272 SALAS, LAWRENCE Y. 9/4/2024 AUG2024 CITIZENSHIP CLASS Aug2024 1.160.00 1,160.00 120725 10/2/2024 55682 SALCIDO, SANDRA E. 5139 8/31/2024 AUG2024 ZUMBA CLASSES 585.00 585.00 120726 10/2/2024 56005 SERNA & ASSOCIATES INC. 1002 9/12/2024 9/14-15 SECURITY SVCS @ E 6,675.00 6.675.00 120727 10/2/2024 55790 SILVERADO TOWING 3598 9/3/2024 9/3 TOWING- 791 ORCHARD 150.00 150.00 120728 10/2/2024 56006 SOLORZANO, FERNANDO Deposit 9/17/2024 9/15 EL GRITO- VENDOR DEF 300.00 300.00 120729 10/2/2024 55590 STANDARD INSURANCE COMSept2024 8/19/2024 SEPT2024 LIFE/AD&D/STD/LT 6.380.33 Sept2024 8/19/2024 SEPT2024 LIFE/AD&D PREMII 621.60 7,001.93 STANDARD INSURANCE COMSept2024 120730 10/2/2024 55590 9/3/2024 SEPT2024 PREMIUM #762624 9.18 Sept2024 9/16/2024 SEPT2024 DENTAL PPO PREI 4,934.06 Sept2024 9/16/2024 SEPT2024 VISION PREMIUM ; 1,527.11 Sept2024 SEPT2024 COBRA PREMIUM: 9/16/2024 34.60 Sept2024 9/16/2024 SEPT2024 DENTAL HMO PRE 1,228.19 7,733.14



Bank: wfb WELLS FARGO BANK (Continued) Check # **Date** Vendor Invoice Inv Date Description **Amount Paid Check Total** 120731 10/2/2024 55659 **STAPLES** 6007389490 7/25/2024 TAPE DSPR DESK & MRCLEA 65.21 6010033012 8/25/2024 HDTY GROCERY BAG 48.93 6010033017 8/25/2024 MRCLEAN PRO FLR CLNR 67.75 6010033018 8/25/2024 LYSOL PRO DISFSPR LAV. WI 207.48 6010033022 8/25/2024 POSTER STRIP MEGA PK. ET 57.18 6007389470 7/25/2024 9OZ CUPS 183.67 6007389475 7/25/2024 SWIFFER 360 DUSTER, SWFI 163.88 6007389480 7/25/2024 NITRILE GLOVES & THERML 61.93 6007389486 7/25/2024 LUNCHEON NAPKINS, COMP 353.83 6007389488 7/25/2024 SWFR WET XL CLOTH REFIL 48.90 6007389471 7/25/2024 HIGH BACK BLACK LEATHER 691.63 6007389477 7/25/2024 SCTCH PKGTP LGDIS, DIG CI 356.41 6007389481 7/25/2024 ADDRESS LABELS 107.34 6010033016 8/25/2024 PASTELS 8.5X11 SALMON PA 46.79 6010033019 8/25/2024 STAPLES 8.5X11 COPY CS. E 381.02 6010033023 8/25/2024 SOUTHSHORE ARMOIRE- CH -411.71 6007389478 7/25/2024 TR MAGAZINE FILE WHITE. E 88.67 6007389485 7/25/2024 CLOROX WIPES, PENTEL EN 54.56 6007389472 7/25/2024 SOUTHSHORE ARMOIRE- CH 411.71 2,985.18 120732 10/2/2024 53743 SUSTAITA, JR., PEDRO Scholarship 9/18/2024 2024 CYBSA SCHOLARSHIP-50.00 50.00 120733 10/2/2024 52125 TAG/AMS, INC. 557 9/13/2024 **AUG2024 DRUG TESTING** 65.00 65.00 120734 10/2/2024 54550 TBU INC. 50402 8/28/2024 LOCATE WATER VALVE @ 859 5,537.77 50421 8/29/2024 RPR & CEMENT WTR VALVES 7.788.34 13,326,11 120735 10/2/2024 43837 TERRA NOVA PLANNING & RETN022211 8/1/2024 PE7/31 AIRPORT BUSINESS F 1,803.75 1.803.75 120736 10/2/2024 51093 T-MOBILE USA, INC. 9579902553 9/17/2024 8/1-9/2 TIMING ADVANCE 50.00 9579391961 9/12/2024 8/1 TIMING ADVANCE & 9/3 G 165.00 215.00 120737 10/2/2024 45053 TYLER TECHNOLOGIES, INC. 045-483265 8/31/2024 8/29 ERP MIGRATION 1,600.00 045-484688 9/11/2024 9/4 ERP MIGRATION 800.00 2,400.00 120738 10/2/2024 38800 UNDERGROUND SERVICE ALI24-250504 9/1/2024 CA STATE FEE FOR REGULAT 44.90 820240118 9/1/2024 AUG2024-81 NEW TICKETS+ 182.05 226.95 120739 10/2/2024 51274 UNITED SITE SERVICES OF 114-13933472 9/17/2024 9/12-16 HOT WTR SINK W/ H(669.90 669.90 120740 10/2/2024 44775 VISTA PAINT CORPORATION 2024-628335-00 9/18/2024 HANDTITE RAC X GUARD, ET 174.93 174.93 120741 10/2/2024 53200 WEST CALI PLUMBING 1735 9/12/2024 ICE MAKER MAINT SVCS @ F 1,047.68 1732 9/8/2024 INSTLL'D SENSOR FAUCETS. 3,312.15 4.359.83 120742 10/2/2024 56002 ZAZUETA, DANIEL Scholarship 9/18/2024 2024 CYBSA SCHOLARSHIP-50.00 50.00

Page: Item 3.

Sub total for WELLS FARGO BANK:

564,039.30

Grand Total All Checks:

1,715,166.19

Date: **October 2, 2024**

Controller: Ruben Ramirez

apChkLst 10/07/2024 7:51:05AM

Check List City of Coachella

Page: 1

Bank: wfb WELLS FARGO BANK								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120743	10/7/2024	56018	BARAJAS, SONIA M.	001	10/7/2024	10/7 CHILD CARE SVCS @ ME	425.00	425.00
						Sub total for WELLS	FARGO BANK:	425.00

Grand Total All Checks:

425.00

Date: **October 7, 2024**

Controller: Ruben Ramirez

apChkLst 10/08/2024 11:09:57AM

Check List City of Coachella

Page: 1

Bank: ewfb EFT FOR WELLS FARGO BANK -								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2348	10/8/2024	53848	MEZA, NICOLAS	Sponsorship	10/8/2024	CONTAINER PARK EVENTS S	35,000.00	35,000.00
					Γ FOR WELLS FARGO BANK -SEPARATE CHECK:			

Grand Total All Checks:

35,000.00

Date: October 8, 2024

Controller: Ruben Ramirez

apChkLst

10/08/2024 8:31:14AM

Check List City of Coachella

Page: 1

Bank:	wfb	WELLS	FARGO	BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120744	10/9/2024	55864	SEIDEN-JUKU	2024	6/13/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
	Sub total for WELLS FARGO BANK:					1,000.00		

1 checks in this report.

Grand Total All Checks:

1,000.00

Date: **October 9, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst 10/08/2024 12:52:34PM

Check List City of Coachella

Page: 1

Bank: e	wfb EFT	FOR	WELLS	FARGO	BANK -
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2349	10/9/2024	48014	ALBERT A. WEBB ASSOCIATE	ARIV0004301	6/18/2024	PE6/18 SVCS: TRAVEL CENTE	69,130.75	69,130.75
2350	10/9/2024	54859	AMAZON CAPITAL SERVICES	1C3F-33HV-4V9	9/30/2024	MICROPHONE ISOLATION SH	51.64	,
				1KTQ-7JJX-RNF	9/29/2024	WIRELESS MICROPHONE SY	388.24	
				1VRT-4479-QDV	9/29/2024	APEX PRO HYPERMAGNETIC	182.33	622.21
2351	10/9/2024	49989	ANDREAS LLC	87592	9/30/2024	WATER DEPT WINDOW ENVE	574.93	574.93
2352	10/9/2024	45929	BECK OIL, INC.	134535	9/30/2024	PE9/30 GRAFFITI DEPT FUEL	162.49	
				134460	9/30/2024	PE9/30 ENG DEPT FUEL	171.10	
				134462	9/30/2024	PE9/30 LLMD DEPT FUEL	154.33	
				134466	9/30/2024	PE9/30 STREETS DEPT FUEL	955.93	
				134468	9/30/2024	PE9/30 WATER DEPT FUEL	1,321.13	
				134471	9/30/2024	PE9/30 PARKS DEPT FUEL	354.54	
				134485	9/30/2024	PE9/30 VEHICLE MAINT DEPT	296.96	
				134486	9/30/2024	PE9/30 SENIOR CNTR FUEL	315.27	
				134495	9/30/2024	PE9/30 CODE ENF DEPT FUE	676.35	
				134506	9/30/2024	PE9/30 SANITARY DEPT FUEL	887.88	
				134509	9/30/2024	PE9/30 BLDG MAINT DEPT FL	84.63	
				134510	9/30/2024	PE9/30 ADMIN DEPT FUEL	143.80	5,524.41
2353	10/9/2024	49100	GOLDMAN, RONALD A.	Sept2024	9/30/2024	SEPT2024 SVCS: KPC, LA EN	9,006.00	9,006.00
2354	10/9/2024	00207	GRAINGER INC	9238988407	9/5/2024	PHOTOCONTROL TURN-LOC	546.53	
				9242634179	9/9/2024	TOPICAL ANTISEPTIC	8.66	555.19
2355	10/9/2024	00996	HOME DEPOT	4013379	9/9/2024	1.5IN X 3.5IN - 16FT PREMIUN	164.15	164.15
2356	10/9/2024	51539	MICHAEL BAKER INTERNATION	01225779	9/27/2024	PE9/1 PAVEMENT MANAGEM	2,663.00	2,663.00
2357	10/9/2024	00384	WILLDAN FINANCIAL SERVIC	[010-59717	9/27/2024	OCT-DEC2024 ADMIN SVCS,	3,419.06	3,419.06
					ΓFG	OR WELLS FARGO BANK -SEPA	RATE CHECK:	91,659.70

Bank: wfb WELLS FARGO BANK

Dalik	. WID VALI	LSTANGO	DANK					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120745	10/9/2024	56015	34TH STREET, INC.	2024-150	10/1/2024	9/17 SUCCESSFUL WORKPL/	2,950.00	2,950.00
120746	10/9/2024	55909	ATP GENERAL ENGINEERING	32	9/30/2024	PE9/30 ST REHAB @ BUENA '	213,868.75	213,868.75
120747	10/9/2024	56016	BARRERA, LETICIA	Scholarship	9/26/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
120748	10/9/2024	55974	BOB MURRAY & ASSOCIATES	310785	9/16/2024	FINANCE DIRECTOR RECRUI	7,126.00	7,126.00
120749	10/9/2024	43634	CACEO	200031583	10/2/2024	10/9 WEBINAR- P. HERNANDI	40.00	
				200031591	10/2/2024	10/9 WEBINAR- J. ZENDEJAS	40.00	80.00
120750	10/9/2024	02048	CDW GOVERNMENT, INC.	AA4TM1U	9/4/2024	HP OFFICEJET PRO 9125E AI	242.61	
				AA7715X	9/26/2024	EPSON DS-770 II DOCUMENT	579.13	
				AA8RM9G	10/1/2024	BITDEF MGD DECT+RESP AC	4,325.00	5,146.74
120751	10/9/2024	07950	CITY OF COACHELLA	Aug 2024	8/31/2024	AUG2024 WATER- ST, PARKS	68,695.54	
				Aug 2024-LLD's	8/31/2024	AUG2024 WATER- LLD'S	21,172.47	89,868.01
120752	10/9/2024	53220	COACHELLA ACE HARDWARI	E7707/1	9/10/2024	SPRYPNT PRO GLS RGL RED	213.50	
				7711/1	9/10/2024	PALM VENTED W/ VENTED H	14.12	
				7717/1	9/11/2024	ACE RSTP SPRY HTRGRN	39.15	
				7719/1	9/11/2024	PESTBLOCK SLNT+SD, ETC	34.77	
				7655/1	8/27/2024	WOOD STAIN SDNA RD, ETC	32.59	
				7678/1	9/3/2024	PALM VENTED W/ VENTED H	14.12	
				7701/1	9/9/2024	KEYKRAFTER #78 METAL	21.70	
				7702/1	9/9/2024	TRUFUEL 50:1 MIX, ETC	138.01	
				7705/1	9/9/2024	ACE GRIP GLOVE, ETC	41.30	549.26
120753	10/9/2024	54137	CONSERVE LANDCARE LLC	377151	8/30/2024	TROPICAL STORM DAMAGE I	17,200.00	
				380630	8/30/2024		158.18	
				380631	8/30/2024	RPR'D VALVES @ DIST 16	655.29	
				380632	8/30/2024	RPR'D VALVE & RPLC'D SOLE	396.63	
				380633	8/30/2024	RPR'D VALVE @ DIST 22	209.31	
				370962	7/31/2024	CHNGD CLOCKS @ DIST 31	1,087.65	
				376127	8/30/2024		60,697.00	80,404.06
	10/9/2024		CORONET CONCRETE PROD	1192536	9/25/2024		1,222.97	1,222.97
	10/9/2024		COUNTY OF RIVERSIDE	AN0000003000	9/25/2024	AUG2024 ANL SHLTR+FIELD+	51,432.08	51,432.08
120756	10/9/2024	48603	CV STRATEGIES	8082	10/1/2024	MEASURE Y TRIFOLD MAILEI	15,496.56	
				8083	10/1/2024	ACCUPATION OF THE PART OF THE	26,962.56	42,459.12
	10/9/2024		DEAZTLAN CONSULTING, LLC		10/7/2024		8,316.68	8,316.68
120758	10/9/2024	12870	DEPARTMENT OF JUSTICE	758308		JULY2024 BLOOD ALCOHOL /	385.00	
				765372	9/10/2024	AUG2024 BLOOD ALCOHOL A	140.00	525.00

Bank	: wfb WEI	LLS FARG	D BANK (Continued	d)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120759	10/9/2024	42761	DEPT OF ENVIRONMENTAL I	HIN1013017	10/1/2024	ID #FA0011056, BGDMA PK SV	886.00	
				IN1013614	10/1/2024	ID #FA0038715, RLF PARK, EX	814.00	1,700.00
120760	10/9/2024	01089	DESERT ELECTRIC SUPPLY	S3223357.001	8/21/2024	KSTN KT-WPLED35PS-M4-8C	304.84	
				S3229489.001	8/21/2024	KSTN KT-LED8PAR30-F-930-C	414.20	
				S3229509.001	8/21/2024	LFT KP2-OK PIVOTAL-2 KNEE	50.62	769.66
120761	10/9/2024	54461	DESERT GROWERS NURSER	R ³ 114	9/3/2024	TIPUANA TREE, JACARANDA	815.63	
				3119	9/4/2024	TIPUANA TREE	48.94	
				3142	9/11/2024	LITTLE JOHN BOTTLEBRUSH	3,474.56	4,339.13
120762	10/9/2024	47952	DESERT LIVE SCAN	4407	9/28/2024	SEPT2024 FINGERPRINT SVC	75.00	75.00
120763	10/9/2024	49765	DESERT PUBLICATIONS, INC	. 102477	10/3/2024	10/1- 4PG CITY ADVERTORIA	3,995.00	3,995.00
120764	10/9/2024	43682	DIAZ, LIZZANDRO	PD 10/20-23	9/25/2024	PD 10/20-23, ICC ANNUAL MT	259.00	259.00
120765	10/9/2024	54233	DJ2A ENTERTAINMENT	641	9/18/2024	10/19 DJ @ TTC FESTIVAL	495.00	495.00
120766	10/9/2024	15750	FEDEX	8-598-78311	8/23/2024	AUG2024 FEDEX SVCS	65.21	
				8-619-48918	9/13/2024	SEPT2024 FEDEX SVCS	83.48	
				8-641-28294	10/4/2024	SEPT2024 FEDEX SVCS	11.28	159.97
	10/9/2024		FELIX, MONICA	Scholarship	9/26/2024		50.00	50.00
	10/9/2024		FERNANDEZ, ANAHI			TRVL EXP 9/27-10/1, APA CON	495.54	495.54
	10/9/2024		GARDA CL WEST, INC.	10795779	10/1/2024		1,294.30	1,294.30
	10/9/2024		HEPTAGON SEVEN CONSUL		9/30/2024	PE9/30 ENG SVCS @ BGDMA	8,030.00	8,030.00
120771	10/9/2024	20450	IMPERIAL IRRIGATION DISTR				55.05	
						AC50459795, 8/28-9/25	44.14	
				50459796-SP24		•	63.97	
				50459819-SP24			27.71	
				50522793-AG/SI		AC50522793, 8/28-9/25, SCAD	102.10	
				50035560-SP24		AC50035560, 8/28-9/26, ST LIC	23,401.77	
				50035836-SP24		AC50035836, 9/4-10/2, WELL #	27.86	
				50035755-SP24		AC50035755, 8/28-9/25, PUMP	61.51	
				50371785-SP24		AC50371785, 8/28-9/25, LIFT §	857.41	
				50408460-SP24		AC50408460, 8/28-9/25, WELL	16,529.65	
				MdAG-MdSP	9/16/2024	MID AUGUST-MID SEPTEMBE	75,932.36	117,103.53
120772	10/9/2024	45108	IMPERIAL SPRINKLER SUPP			RB 8005 ROTOR PC/FC, ETC	860.30	
				0017505396-001		RB UMBRELLA BUBBLER	33.93	
				0017527120-001		RB 5004 PC ROTOR W/ SAM	249.04	1,143.27
120773	10/9/2024	55169	INDUSTRIAL HEALTH MEDIC	A00012006	9/26/2024	SEPT2024 DRUG TEST & PHY	275.00	275.00

Bank: wfb WELLS FARGO BANK (Continued)

Dalik	. WID VALI	LLSTANG	D BAIN (Continued	4)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120774	10/9/2024	53801	INFOSEND, INC.	272032	9/30/2024	SEPT2024 UTILITY BILLING S	3,123.24	
				272840	10/4/2024	9/18 PROGRAMMING FEE	150.00	3,273.24
120775	10/9/2024	42709	LANDMARK CONSULTANTS,	IILP1024-55	10/2/2024	9/12-25 SOIL TESTING @ MES	1,782.00	1,782.00
120776	10/9/2024	54362	LINDE GAS & EQUIPMENT IN	(44726122	8/21/2024	IND HIGH PRESSURE<100CF	41.24	41.24
120777	10/9/2024	24600	LOPES HARDWARE	0000903	8/26/2024	PADLOCKS, 2001 LOCKS, HO	601.00	601.00
120778	10/9/2024	55418	MADE LINE PRODUCTIONS L	10000013	9/12/2024	VIDEO COVERAGE OF EL GR	3,500.00	3,500.00
120779	10/9/2024	55357	MORENO, ADRIAN	Trvl Exp 9/27-10	10/3/2024	TRVL EXP 9/27-10/1, APA CON	495.54	495.54
120780	10/9/2024	47192	O'REILLY AUTO PARTS	2855-309598	9/3/2024	THRT POS SEN	-184.73	
				2855-309771	9/4/2024	BATTERY	97.65	
				2855-309880	9/4/2024	ALTERNATOR	123.28	
				2855-310112	9/5/2024	OIL FILTER & MOTOR OIL	50.39	
				2855-310139	9/5/2024	BATTERY	227.21	
				2855-310147	9/5/2024	AIR FILTER & H-TMP GREASE	65.82	
				2855-298323	7/29/2024	TPMS SENSOR	46.02	
				2855-307644		THRT POS SEN	184.73	
				2855-311327	9/9/2024	BATTERY, 1GAL ANTIFREEZE	157.25	
				2855-311780	9/10/2024		17.84	785.46
120781	10/9/2024	02028	PETE'S ROAD SERVICE, INC.		8/28/2024		40.61	
				24-0782084-00	9/3/2024	FLAT REPAIR	81.23	
				24-0782773-00	9/4/2024	FLAT REPAIR	34.53	156.37
	10/9/2024		QUADIENT FINANCE USA, IN		9/11/2024		1,000.00	1,000.00
	10/9/2024		QUADIENT LEASING USA, IN			OT-JA2025, LSE #N22061758,	723.39	723.39
120784	10/9/2024	52306	QUINN COMPANY	29004601	9/1/2024	8/5-9/2 REACHLIFT & SSL/MT	4,353.29	
				29004602	9/4/2024	DIESEL FUEL FOR RENTAL	313.62	4,666.91
120785	10/9/2024	54500	RELIABLE TRANSLATIONS C	C28927	9/25/2024		686.00	
				28959	9/30/2024		250.56	
				28981	10/1/2024		280.29	
				28984	10/2/2024		196.00	1,412.85
	10/9/2024		ROBERT HALF	64139992		WE 9/27: I. GOMEZ	1,302.72	1,302.72
	10/9/2024		S & D CAR WASH MANAGEM	EARB200372		AUG2024 CAR WASH SERVIC	496.29	496.29
	10/9/2024		SANTILLAN, CYNTHIA	Scholarship		2024 CYBSA SCHOLARSHIP-	50.00	50.00
120789	10/9/2024	55790	SILVERADO TOWING	3626		9/30 TOWING- 1043 DATE AVE	150.00	
				3630		10/2 TOWING- N OF 35215 AV	150.00	300.00
120790	10/9/2024	55590	STANDARD INSURANCE COM			OCT2024 LIFE/AD&D/STD/LTE	6,361.07	
				Oct2024	9/18/2024	OCT2024 LIFE/AD&D PREMIU	581.60	6,942.67

Check List
City of Coachella

age: Item 3.

Bank: wfb WELLS FARGO BANK (Continued) Check # Date Vendor Invoice Inv Date Description **Amount Paid Check Total** 120791 10/9/2024 50384 STOTZ EQUIPMENT P95239 9/10/2024 REPLACEMENT FOR BR450 543.74 P95241 9/10/2024 REPLACEMENT FOR BR700 E 674.24 1,217.98 120792 10/9/2024 54550 TBU INC. 50314 8/5/2024 POTHOLED FOR MISSING VA 16.638.32 50433 9/5/2024 **EMERGENCY WTR LEAK RPF** 11.175.10 50440 9/10/2024 EMERGENCY WTR LEAK RPF 4.706.97 50441 9/10/2024 EMERGENCY WTR LEAK RPF 3.368.93 35.889.32 120793 10/9/2024 49033 THE PUBLIC RESTROOM CON25843 9/30/2024 PRE-FAB BUILDING INSTLLTN 201,435.00 201.435.00 120794 10/9/2024 51093 T-MOBILE USA, INC. 9/26/2024 9/8-10 GPS LOCATE 9581145061 115.00 9581522476 9/30/2024 8/25-30 TIMING ADVANCE & 9 165.00 9581522478 9/30/2024 9/1-2 AREA DUMP 450.00 9581522479 9/30/2024 8/29 AREA DUMP 200.00 9581522481 9/30/2024 9/15-10/13 GPS LOCATE & 8/1 165.00 9581522482 9/30/2024 9/16 GPS LOCATE & 8/27-9/2 165.00 9581522483 9/30/2024 9/16-10/12 GPS LOCATE & 8/2 165.00 9581522484 9/30/2024 9/16-10/15 GPS LOCATE 115.00 1,540.00 120795 10/9/2024 38250 1108903 TOPS N BARRICADES 8/27/2024 REFLECTIVE GLASS BEADS 228.38 1108920 8/28/2024 PAINT YELLOW RDRY & REFL 1.248.45 1,476.83 120796 10/9/2024 44978 TRI-STATE MATERIALS, INC. 113427 8/8/2024 **CRESTA BOULDERS** 2,325.50 2,325.50 120797 10/9/2024 55885 V.M. POOL SERVICES AND RE351 9/9/2024 SEPT2024 FOUNTAIN/POOL N 610.00 610.00 120798 10/9/2024 39645 9/30/2024 VALLEY OFFICE EQUIPMENT, IN2409-1654 ACC #CO03, 8/23-9/22, CIVIC 310.15 310.15 120799 10/9/2024 56020 VERDUGO, RODRIGO Scholarship 9/26/2024 2024 CYBSA SCHOLARSHIP-50.00 50.00 120800 10/9/2024 50158 VIRTUAL CONNECT TECHNOL3050200 10/1/2024 OCT2024/25 CLOUDFILTER S 2.673.00 2,673.00 10/1/2024 FY24/25 Q2 CITY FUNDING 120801 10/9/2024 55882 VISIT GREATER PALM SPRIN(CI-000401 8.750.00 8,750.00 120802 10/9/2024 44775 VISTA PAINT CORPORATION 2024-633452-00 9/23/2024 ACRIGLO EGGSHELL WHITE-591.03 2024-639179-00 9/26/2024 HOSE AIRLESS, PLASTIC HIG 198.98 2024-642613-00 9/30/2024 COVERALL EXT FLAT WHITE-132.41 922 42 120803 10/9/2024 49778 WEST COAST ARBORISTS, IN218192 8/15/2024 8/1-15 TREE MAINT @ LLMD'S 2,207.25 218650 8/31/2024 8/16-31 TREE MAINT @ LLMD 3,850,50 218651 8/31/2024 8/16-31 TREE MAINT @ PARK 1.120.00 7,177.75 120804 10/9/2024 54433 WEX ENTERPRISE EXXONMC99807686 9/23/2024 ACC 0496-00-726338-7, 8/24-9 2,569.16 2,569.16 Sub total for WELLS FARGO BANK: 938.659.86

Item 3.

69 checks in this report.

Grand Total All Checks:

1,030,319.56

Date: October 9, 2024

Controller: Ruben Ramirez

City Manager: Gabriel Martin





Prepared By:
Development Services Department
Gabriel Perez, Development Services Director
Adrian Moreno, Associate Planner
Eva Lara, Planning Technician

Coachella Permit Center 53-990 Enterprise Way Coachella, CA 92236 (760) 398-3102 Fax (760) 398-5421

www Page 44 a.org

*Cannabis-related businesses/developments are identified in green text.

Ca	se No.	Name /Description	Location	Contact Person	Approval Date & Status
AR EA			86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1st Phase Complete
AR	R 16-04	To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1st Phase Complete (Off-site improvements pending)
AR TP CZ EA CU DA	M 3720 16-03 16-06 JP 290	To subdivide 80 acres into a multi-tenant industrial park.	East of Harrison Street, North and South of Avenue 49	Wesley Ahlgren Sundate/Anthony Vineyards P O Box 9578 Bakersfield CA 93389-9578 (760)406-4060	PC Approved 10/18/17 CC Approved 12/13/17 PC Approved (DA) 12/20/18 CC Approved (DA) 1/17/18 CC - 1st Final Map 9/14/20
AR DA		Glenroy Resort - Project A To construct a 76-unit Bungalow-Style Hotel with 160,656 sq. ft. on 24.43 acres in the CG zone.	SE Corner of Avenue 48 and Van Buren Street	Glenroy Coachella, LLC 1801 S. La Cienega Blvd. Los Angeles CA 90035 (310) 207-6990	PC Approved 6/7/17 CC Approved (DA) 10/11/17 (Ord 1110) Construction Stalled
AR CZ VA	Z 17-02	To construct a new 242-unit	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18 Plans Approved and ready for permit issuance
AR	R 18-05	Coachella Village - Phase #2 To construct a new 110-unit multifamily residential gated community on 4.51 acres of vacant land.	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18 Expired Plans Approved
AR	R 18-10 (Admi		NE Corner Polk St. and Industrial Way	Golden State Energy Services 3421 Gato Ct. Riverside CA 92507 (951) 906-9865	Plans Approved
AR	R 18-11	Pueblo Viejo Plaza	Northwest corner of 9 th	Pedro Padilla	PC Approved 4/17/19

		Construct new 6,900 sq. ft. commercial center with two restaurants and retail suite.	St. and Grapefruit Blvd.	49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	Expired
AR	19-01	Oraway Engineering To construct a new 825 sq. ft. office and contractor yard on 2.89 acres.	54-101 Enterprise Way	Armando Bravo 83-850 Corte Solis Coachella, CA. 92236 (760) 791-4383	PC Approved 4/17/19 Completed 2024
AR	19-02	Guardado Commercial Center To construct a new 22,300 sq. ft. multi-tenant retail/office complex on 1 acre	Southeast Corner of Valley Rd. and Cesar Chavez Street	Jual Carlos Guardado 82204 Hwy 111 Ste A Indio, CA. 92201 (760) 578-3669	PC Approved 8/7/19 1 yr time ext PC approved on 11/3/21 to 8/7/22 2nd 1 yr time ext PC approved on 10/26/22 to 8/7/22 In Plan Check Expired 8/7/22
AR	19-03 (Admin)	Vista Escondida – Phase 3 Review of 3 production home models ranging in size from 1,378 sq. ft. to 1,874 sq. ft.	North side of Avenue 54 east of Cesar Chavez Street (Tract 32264)	Mario Alberto Ornelas 2280 Wardlow Circle Ste 100 Corona CA 92880	Approved 8/27/19 Complete
AR CZ	19-06 19-01	Villa Verde Apartments To construct 152 multifamily apartments on 9.25 acres of vacant land.	84-824 Calle Verde (SW Corner of Calle Techa & Calle Verde)	Villa Verde I., LP 1149 S. Hill St Suite 700 Los Angeles CA 90015 (213) 255-2815	Director Approved 2/20/20
AR	19-08	Pueblo Viejo Villas To construct of new 3-story mixed use building with 105 dwelling units and 3,000 sq. ft. of commercial and Transit Hub (Related to CZ 17-03)	NE Corner of Cesar Chavez Street, and 6 th St	Dave Davis Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (619)987-7780	PC Approved 1/15/20 Complete

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AR TPM	19-10 37833	CV Apartments (renamed Placita Dolores Huerta) To demolish 50 dwellings and construct 110 new multifamily apartments with community building, in two phases with a lot split sudivision.	84-900 Bagdad Avenue	Vincent Nicholas Community Housing Opportunities 5030 Business Center Drive Suite Fairfield CA 94534 (707)759-6043 ext. 112	PC Approved 2/5/20 CC Approved 3/11/20 Final Map Recorded Phase 1 Complete
AR	19-11 (Admin)	Valencia by Pulte Homes Review of 3 production home models ranging in size from 1,959 sq. ft. to 2,824 sq. ft.	East side of Van Buren Street south of Avenue 50 (Tract 31698)	Cole Theel Pulte Homes 27-401 Los Altos Mission Viejo CA 92691	Director Approved 2/14/20 Completed
AR	20-05 (Admin)	New SFR Home Construct new 1,775 sq. ft. 4 bedroom, 2 bath homes with attached garage	52878 Calle Camacho	Juan Carlos Lopez 52443 Calle Avila Coachella CA 92236 (760)619-8680	Director Approved 8/13/20
AR	20-10 (Admin)	Meza Storage Shed Construct new 6,000 sq. ft. storage shed on the site of a wholesale palm tree nursery.	Southeast Corner of Vista Del Sur and Tyler Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Director Approved 2/10/21 Expired 2/10/22
AR	21-01 (Admin)	Nova Homes DBA Inland Builders Review of three (3) production homes for final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
AR	21-02 (Admin)	Cathron Residence Construct new 1,659 sq. ft. single family residence with attached garage.	84-499 Calle Cathron	Gabriel Gonzalez 43-738 Commanche St Indio CA 92201 (760)574-0601	Complete
AR	21-04	Ocean Mist Proposed 3.99	86709 and 86790 Ave	Christopher Drew	Admin. Approval 8/18/21

		acre outdoor box storage	52	52300 Enterprise Way Coachella, CA 92236	Complete
AR	21-06	29 Palms Band of Mission Indians Temporary Event Parking Proposed event parking on 26 acres.	Portion of Planning Area 1 of the Shadow View Specific Plan (APN 603-102-021, 603-110-016, 603-102- 029, 603-102-037, 603- 102-003, 603-102-002)	Twenty Nine Palms Band of Mission Indians 46-200 Harrison Place Coachella, CA 92236	Pending Application deemed incomplete
CZ EA	20-07 20-04	B-4 Ranch Change of Zone City-Initiated Change of Zone for 5 th Cycle Housing Element	North side of Ave. 52, east and west of Education Way	City of Coachella 53-990 Enterprise Way Coachella, CA 92236 (760) 398-3502	PC Recommended Approval 05-05-21 CC approved 6/9/21
CUP AR	254 (Mod) 12-07	Gateway AM/PM Project Construct carwash, drive-thru restaurant modification	Southwest corner of Ave. 48 and Grapefruit Blvd.	The Chandi Group USA P.O. Box 2817 Indio, CA. 92202 (760) 396-9260	PC approved 10/21/15 Complete
CUP EA DA	265 15-07	Cultivation Technologies To develop a 111,000 sq. ft. multi-tenant medical cannabis cultivation facility.	84-811 Avenue 48	Michael Meade Desert Rock Development 72100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 7/6/16 CC Approved (DA) 7-27-16 PC Approved Mod12/19/19 Project Re-Entitled as: Desert Research Park #4
CUP AR TTM TPM EA	266 16-03 37040 37083 16-01	Coachella Vineyards Luxury RV Park To develop a 185-Lot RV Park and subdivision on 29.41 acres of vacant land	NE Corner of Tyler Street and Vista Del Norte	Patty Nugent Coachella Vineyards Luxury RV Park, LLC 45-920 Meritage Lane Coachella, CA. 92236 (760) 289-5279	PC Approved 7/18/18 CC Approved 9/26/18 PM Approved 4/10/19 Reso-2019-23 I Yr. Ext 9/26/21 (TTM 37040) AB 1561 Extends TTM to

					3/26/23 1 Yr. Ext 3/26/24 (TTM 37040) 1 Yr. Ext 3/26/25 and Modification PC Approved 2/29/24 Under Construction Phase 1 Operational
CUP CUP AR TTM EA	267 268 16-05 37088 16-02	Ravella - To develop 20 acres Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16 Automatic 36 month extension to July 13, 2021 per Map Act. AB 1561 18 month extension to 7/13/2023 Ist 1 Yr. Ext 1/13/24 2nd 1 Yr. Ext 1/13/25 3rd 1 Yr. Ext 1/13/26 Approved 9/18/2024
CUP	268 (Mod.)	Borrego Health To modify the Ravella/Tower Energy Planned Development to alow a new 40,919 sq. ft., 2- story, medical clinic with 294 parking spaces on approx. 4 acres in Tract 37088-1	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19 Building Construction Complete
CUP AR	275 16-14	Mosque & Assembly Hall To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	Shakil Patel 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16 Grading Permit Issued

CUP AR EA	276 16-18 16-05	Coachella Warehouses To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	Kevin Stumm PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17 Phase 1 Complete
CUP AR VAR	278 17-02 17-03	Kismet Organic To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17
CUP CUP	284 285 286	Mobilitie Mono-Pole To install 3 new wireless communications poles in the street right-of-way	SEC of Ave 52 & Tyler SWC Ave 50 & Harrison NWC Westerfield & Harrison	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	PC Approved 12/21/17 CUP 284 Withdrawn
CZ CUP AR EA	17-01 279 17-03 17-01	Coachella Green LLC To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	Barry Walker 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 1st-12-month time extension 11/29/2019 PC Approved 24 month retroactivetime extension 11/18/20 – Expired 11/29/21 Project under new Ownership
CUP AR	289 17-11	Coachella Brands To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	Richard O'Connor 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 CUP Approved 11/1/17 Interim Use In Operation Amendment to the CUP submitted in April 2022.

CUP AR TPM EA	280 17-04 37266 17-02	Coachella Research Park #2 To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check
CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	Coachella RP #2 (Modified) To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19 Phase 1 Complete
CUP AR TPM EA	281 17-05 37265 17-03	Coachella Research Park #1 To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	Michael Meade Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
CUP TPM EA	282 37333 17-04	REI / Ponte Hotel Project To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17 Final Map Recorded CUP Expired 8/9/2019
CUP CUP CZ	299 300 18-03	HOTN/Sinsemilla Dispensary & Pub Project Proposed 1,839 sq. ft. retail cannabis dispensary and 1,432 sq. ft. bar/pub	1694 6 th Street	Pedro Ordoñez 6 th Street Tap Room 45631 Capistrano St Indio CA 92201 (760)409-6169	PC Approved 3/20/19 CC Approved 5/8/19 Under Construction

CUP	292	Verizon Wireless To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18 Complete
CUP AR	293 17-14	Coachella Herb Plantation To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 Time Extension to 11/28/19 Time Extension to 11/28/20 Interim Use Under Construction
CUP	294	Chelsea Mixed Use Project To establish "PD" land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19 Complete.
CUP AR VAR	297 18-01 18-01	CoachellaGro Corp. To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Harrison Street, South of Ave. 48	CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 6/6/18 Time Extension to 6/6/20
CZ CUP AR VAR	18-09 307 18-07 18-04	Polk Cannabis Redevelopment Project To construct a new 174,500 sf cannabis cultivation facility on 10 acres of land.	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 Time Extension to March 18, 2021 related to litigation
CUP	301	AT & T Wireless Antenna To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18 Complete
CUP	302	AT & T Wireless Antenna To install a new wireless	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave.	PC Approved 9/19/18 Complete

City of Coachella Development Status Report

		communications mono-palm at 50 ft high		Cerritos CA 90703 (562)972-5161	
CUP AR EA TPM	313 18-13 18-06 37670	Luxor Luxury RV Storage To develop an indoor 123,940 sq. ft. indoor RV storage facility with repair and washing service, and caretaker unit	49-751 Oates Lane	Luxtor Limited, LLC 450 Kansas Street #104 Redlands CA 92373 (909)556-5848	PC Approved 3/6/19 CC Approved 7/10/19 Under Construction
CUP AR EA	308 18-08 18-03	Red Moon RV Park To develop a 78.3-acre RV Resort with 46 long-term rental spaces and 390 short- term rental spaces	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr. Gold Canyon AZ 85118 (480)947-9253	PC Approved 3/06/19 Under Construction
CUP AR EA VAR	318 (Mod) 19-09 19-01 19-03	NB Coachella Cannabis Cultivation Facility To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending Application On Hold
CUP	319	Botanero Mexicali- Alcohol Sales. To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Application Withdrawn (Not Needed due to grandfathered ABC license)

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CUP VAR	320 20-01	K.C. Vargas Tattoo Parlor To allow an 800 sq. ft. tattoo parlor in the CG zone.	48-975 Grapefruit Boulevard, Suite #4	Kenny Coronel Vargas 31-180 Desert Palm Dr. Thousand Palms CA 92276 (442)400-1562	PC Approved 5/20/20 Business Open
CUP CUP AR TPM	321 322 20-03 37940	7-Eleven Service Station/ Retail Center. To allow a 10,588 sq. ft. retail center with service station, drive- thru coffee /office buildings on 3 acres in the CG zone.	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 7/15/20 CC Approved 9/23/20 PC Approved AR 20-03 and TPM 37940 CUP 321 AR 20- 03 Mod PC Approved 1/5/22 CC AR 20-03 TPM 37940 CC Mod Approval 1/26/22
CUP	323	The Foundation Delivery To allow a 650 sq. ft. non- storefront retail cannabis (delivery only) microbusiness in the CG zone.	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253 (760)799-3636	PC Approved 9/2/20 Now operating
EA CUP CUP CUP CZ AR TTM GPA	20-01 324 325 326 20-01 20-04 37921 20-01	Coachella Airport Business Park. To construct a 628,825 sq. ft. industrial center w/ Cannabis Cultivation, mini-storage, and service station on 42.69 acres in the MS-IP zone.	NW Corner of Airport Blvd and CA-86 Expressway	Empire Airport, LLC (Haagen Co.) 12302 Exposition Blvd. Los Angeles CA 90064 (310)820-1200	Notice of Preperation EIR 8/25/23 Under Review
CUP EA AR	327 20-02 20-06	Bejarano Project To construct a new 172,61 sq. ft. cannabis cultivation facility on 9.98 acres in the MW zone.	48-100 Harrison Street	David E. Argudo 15835 E. Main St. La Puente CA 91744 (415)640-4420	PC Approved 11/18/20 Expired

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CUP CZ AR	328 20-02 20-08	Cairo Casitas Project To construct new 8-unit apartments project and remodel existing commercial building on 0.498 acres in the CG zone.	51-704 Cesar Chavez St.	Tomer Tzadok 23679 Calabasas Rd. #280 Calabasas CA 91302 (310) 751-4125	PC Approved 9/2/20 Expired
CUP CUP	334 293 (Mod.)	Coachella Greenery To allow a 1,100 sq. ft. retail cannabis business in an existing industrial building on 3.2 acres in the M-W zone.	84-801 Avenue 48	Diana Palacios 83614 Eagle Avenue Coachella CA 92236 (760)50-14878	PC Approved 3/17/21 Business Open
CUP	335	Kismet Organic Non- Storefront Retail Cannabis To allow a 225 sq. ft. non- storefront retail cannabis business in the MW zone.	48-050 Harrison St. #2	Mr. Kyle Friend 9 Cushing Irvine CA 92617	PC Approved 11/18/20
CUP CZ	336 20-08	Pueblo Cannabis To allow a 1,500 sq. ft. retail cannabis dispensary in an existing building on 0.30 acres of land in the CG-RC zone.	85-591 Grapefruit Blvd	Armando Lerma 83-983 Fiesta Road Coachella, CA 92236	PC Approved 8/4/21 CC Approved 5/26/21- CUP CC Approved 6/9/21 – CZ Time Extension for CUP Approved by PC 6-15-22
CUP CZ VAR	337 21-01 21-01	Coachella Releaf Dispensary Proposed 3,800 sq. ft. retail cannabis microbusiness in the MS-IP zone.	86-705 Avenue 54 Ste H	Adriana Gonzalez 84-095 Tera Vista Coachella CA 92236	PC Approved 4/7/21 CC Approved CUP 337 and Variance 21-01 on 8/25/21 9/8/21 Change of Zone adopted Business is open.
CUP VAR	338 21-02	Coachella Paradise Convenience Store New 2,500 sq. ft. convenience store with off-	50-233 Cesar Chavez St.	Mr. Nesrin Steih 6988 Cantera Way Fontana, CA 92336 (909)728-0379	PC Denied 6/16/21 CC Denied Appeal 7/14/21

City of Coachella Development Status Report

			sale general liquor sales.			
	CUP VAR	340 21-03	Best Friends Farms Proposed 1,200 sq. fdt. Non- Storefront Retail Cannabis	84-705 Ave 50, Suite #4	Craig Guggolz 69-822 Via del Sur Cathedral City, CA 92234	PC Approved 6/16/21 (Res. 21-13) Operational
Ct	CUP	344	Meza Interim Outdoor Cannabis Cultivation 24 hoop houses coveraing 1.1 acres for the interim outdoor cultivation of cannabis located on a 5 acre parcel	86099 Tyler Street	Nicolas Meza/CSC Growers 50580 Calle Mendoza Coachella, CA 92236 cscoachella@yahoo.com	PC Approved 10/16/21
Cı	CUP	345	CVG Interim Outdoor Cannabis Cultivation 11 acres of proposed outdoor cannabis cultivation in hoop houses.	50501 Fillmore Street	Wyatt Nelson 2323 Bonfield Ct, Camarillo, CA (805)910-8587	PC approved 1/20/22
CZ	\mathbb{Z}	342 21-03 21-04	American Desert LLC Multi- tenant Microbusiness Project conversion of an existing 18,960 square foot multi- tenant (12 units) industrial building for cannabis business uses on a 1.29 acre parcel	86695 Avenue 54	American Desert LLC 15303 Arrow Blvd Fontana, CA 92335 (213) 81603214	PC approved 10/20/21 CC approved 11/10/21
EA CU CZ	EA CUP CZ	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 SB1185 Ext to 9/12/10 AB333 Ext to 9/12/12 AB208 Ext to 9/12/14 AB116 Ext. to 9/12/16 1 Yr. Ext. to 9/12/17 1 Yr. Ext. to 9/12/18 Statutory Ext. to 9/12/21
	λR	35523 07-13 07-16	Villa Palmeras 111 Single Family attached & detached residential	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln	PC approved 1/16/08 CC approved 5/28/08

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CUP CZ GPA Annex	231 07-08 07-05 60	11.58 acres		Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	TTM Expired 5/28/19
SP GPA CZ EA TPM	14-01 14-01 14-01 14-04 36872	Vista del Agua Specific Plan 280-acre subdivision with single-family residential, multi-family residential and commercial development.	S of Vista del Sur N of Ave. 48, E of Tyler St., W of Polk Street	James Kozak Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130 (858) 699-7440	PC Workshop 3/20/19 PC Approved 6/19/19 CC Approved 5/13/20
TPM VAR	37758 21-05	Cervantes Lot Split Subdivision of 10 acres into 2 lots	50800 Van Buren St	Greg Cervantes 82265 Padova Dr. Indio, CA 92203	PC Approved 7-21-21 CC Approved 8-25-21 Final Map approved
TTM AR VAR EA	38084 21-03 21-04 21-01	Pulte Coachella Subdivision "Sevilla" Subdivide 26.8 acres of vacant land into 107 SFR lots.	Northside of Ave 51, 500 East of Van Buren St. (APN 768-050-002)	Daniel Wozniak Pulte Homes Company LLC 27401 Los Altos St 400 Mission Viejo, CA 92691	PC Approved 5/19/21 CC Approved 6/23/21 Under Construction
TTM	31978	Bellssima Subdivision Subdivide 38 acres into 160 single family lots	Southeast corner of Avenue 53 and Fredrick Street	Brighton Properties, LLC (original TTM applicant)	PC Approved CC Approved 5/20/06 1 Yr. Ext. to 8/24/18 (Reso 2017-53) 1 Yr Ext. to 8/24/19 1 Yr Ext. to 8/24/20 AB 1561 Ext. to 2/24/2022 Grading Commenced in April 2022 Under Construction
TPM AR CUP	38218 21-07 354	JJWR Holdings, LLC construction of two 25,750 sq. ft. industrial building to create up to 32 warehouse condos and 8 office condos	53-457 and 53-459 Enterprise Way	JJWR, LLC 440 Santa Lucia Drive Hemet, CA 92543	PC Approved 5/18/22 CC Approved 6/8/22 Expired 6/8/24

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VAR	18-02	Desert Research Park #1 To exceed height limit for 3 new industrial buildings.	NE Corner of Ave. 48 and Harrison St.	Michael Meade Desert Rock Development 72-100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 4/18/18 Plans Approved
AR	21-09	Coachella 155 Proposed construction 155, 1 and 2-story residences within Tract 32074	SEC of Calhoun Street and 50 th Avenue	D.R. Horton Mario Ornelas 2280 Wardlow Circle #100 Corona, CA 92880 (951)739-5481	Admin. Approval 1/5/22 Under Construction
AR	21-15	Bellissima proposed construction of 111 single family residences in an unfinished Tract 31978	East of Fredrick Street between Avenue 53 and 54.	Pulte Home Company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 (760)775-1806	Admin Approval 4/5/22 Under Construction
CUP CUP AR	346 347 21-12	Fountainhead Plaza. To allow a 20,422 sq. ft. Aldi supermarket and 2,600 sq. ft. Panda Express in the CG zone. (related to CUP 321, 322, AR 20-03, TPM 37940)	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 1/5/21 Mod to CUP 321, AR 20-03, TPM 37940 Approved by CC 1/26/22 Aldi Complete and Panda Express Under Construction
CUP	348	Gunther Investments To allow interim outdoor cannabis cultivation on a 38.48 acre site	Southwest corner of Avenue 50 and Filmore Street	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
CUP	349	DAFCO To allow interim outdoor cannabis cultivation on a 199.39 acre site	Northeast corner of Filmore & 52 nd Stsreet	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
CZ CUP AR	22-01 351 22-04	Tripoli Mixed-Use Project 108 Affordable Apartment units and 2 retail units with Building A 3-Stories and	Northeast corner of Cesar Chavez Street and Bagdad Avenue	Chelsea Investment Corporation Attn: Dave Davies 6339 Paseo Del Lago Carlsbad, CA 92011	PC Approved 4/20/22 CC Approved 5/11/22 PC Approved 10/26/22 (Revisions by applicant)

City of Coachella Development Status Report

			Building Building 4 Stories.		(619)987-7780	CC Approved 11/9/22 (Revisions) PC Approved 5/17/22 (3 rd Amendment) CC Approved 5/24/23 (3 rd Amendment) Under Construction
Т		38145 38146	Vista del Agua •TTM 38145 is to subdivide 42.92 acres into 204 single- family lots, located east of Tyler Street, North of Avenue 48 and west of Polk Street. (APN: 603-150-005 & 007). •TTM 38146 is to divide 46.92 acres into 254 single- family lots APN: 603-150- 009, 010, & 011.	North of Avenue 48 and West of Polk Street	CVP Palm Springs, LLC c/o Strategic Land Partners, LP 12671 High Bluff Drive, Suite 150 San Diego, CA 92130	Under Review
((E	GPA CZ EA	22-01 22-03 22-04 22-05 22-02	KPC Coachella Specific Plan entails construction of approximately 9,536 dwelling units (DUs) of a variety of residential types; approx. 305 acres of mixeduse areas; approx. 71 acres of proposed school facilities for a total of 2,807 acres for the project	Northeast portion of the City of Coachella, North of the I-10 Freeway and East of the All American Canal	KPC Development Company, LLC 9 KPC Parkway, Suite 301 Corona, CA 92879 (951)987-8100	Under Review
		23-01 23-01	Santa Rosa Business Park General Plan Amendment Proposed General Plan Amendment of 39 acres from Urban Employment District to Industrial	Southeast corner of Tyler Street and Avenue 54	Santa Rosa Business Park, LLC 32823 Temecula Parkway, CA	Under Review

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GPA CZ TTM AR EA	22-04 22-05 38429 22-11 22-04	Encanto Proposed subdivision for 112 single family residences on 19.2 acres	Westside of Van Buren Street between Avenue 51 and Avenue 52 West of Van Buren	Josepth Rivani 3470 Wilshire Blvd Los Angeles, CA 90010	PC Approved 4/17/24 CC Approved 5/8/24
GPA CZ TTM EA	22-05 22-06 38577 22-06	Sevilla II (Pyramid Ranch) Proposed residential development of 204 single family residences on 39 acres,	Street and South of Avenue 50 (APN 779- 280-002, 779-320-001)	Pulte Group 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 (760)578-9334	PC Approved 10/18/23 CC Approved 10/30/23 Under Construction
AR	22-05	La Terraza Mixed-Use with 2,302 sq. ft. retail space on the first floor and 1,583 sq. ft. on the 2 nd floor.	1562 6 th Street	William A Aguirre, PE 68207 Pasada Rd Cathedral City, CA 92234 (951)204-1013	Under Review
AR	22-03	State Towing & Recovery Metal shade cover	85220 Ave 50, Ste. 4	Statewide Emergency Services 623 S Waterman Ave San Bernardino, CA 92408 (951) 682-9336	Under Review
AR	22-06	Eberhard Equipment Installation of a freestanding identification sign at 21' high sign. APN: 763-141-007	86100 Avenue 54	Eberhard Equipment No. 2 86100 Avenue 54 Coachella, CA 92236	PC approved 10/5/22
AR	22-07	Jordan Central Proposed new 5,400 sq. ft. commercial building with parking lot and site improvements.	86878 Ave 54	Chris Ellison 1280 Main Street Brawley, CA 92227 (760) 344-3322	PC approved 4/5/23
AR	21-13	Sunline Transit Hub transit center for Line 111, Line 91, Line 92, Line 95 and will include a 540 sq. ft. breakroom/office building, three bus shelters, landscape	Southeast corner of Cesar Chavez Street and 4th Street.	Sunline Transit Agency	PC Approved 7/7/22 Completed

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		improvements			
AR	22-08	Coachella Lakes RV Resort Installation for main monument, entrance monument and building sign.	44800 Dillon Road	Image Services, Inc. 2281 Lacrosse Ave, Ste. 501 Colton, CA 92324 909-370-4500	PC Approved 7/6/22 Complete
CUP	358	McDonalds Restaurant drive through reconfiguration	50090 Cesar Chavez Street	153 E City Place Santa Ana, CA 92705	PC Approved 11/2/22 Improvements complete
CUP	360	Taco Shop 760 Type 47 On-Sale Alcohol	48975 Grapefruit Blvd #3	83850 Corte Eclipse Coachella, CA 92236 (760)969-9934	PC Approved 1/4/22
CUP	361	Mr. Clamato Type 41 ABC License	51557 Cesar Chavez St.	Eric Aguilar (661) 204-3499	PC Approved 2/15/23 Business Open
CUP	362	D9 Amend CUP 289	84805 Avenue 48	Ferrel Raskin 2901 E. Camelback Rd Ste. 200 Phoenix, AZ 85016 602-469-3333	Under Review
CUP	364	AMPM Type 21 ABC License	48055 Grapefruit Blvd.	GSC & Son Corporation	PC Approved 4/19/23 PC Approved Modification 9/18/24
CUP	367	El Dorado Liquor Type 20 ABC License	49647 Cesar Chavez St.	Jose Luis Cedano Zamudio (769) 574-3480	PC Approved 7/19/23
CUP AR VAR	369 23-06 23-02	AAA Storage – Sunridge Self Storage	APN: 763-141-018	Sunridge Self-Storage 38375 Turnberry Court Murrieta, CA (951) 594-2100	PC Approved 11/15/23
AR (Admin)	23-07	Rancho Mariposa - 20 single family home lots, 5 floor plans ranging from 1,241-2,408 SF, final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Martin Coyne/Coyne Companies	Tabled
CUP	365	Monarca Salon Studio 25 salon studios within one complex	84090 Ave 50	Humberto Cortez 760-609-3077	PC Approved 6/7/23

City of Coachella Development Status Report

AR	23-08	Love's Travel Stop Architectural modifications to existing fuel center convenience store building	45-761 Dillon Rd	Myrna Smith (913)236-3440	PC Approved 2/21/2024
CUP	366	Sushi Marisco Guamuchil to allow an expansion of alcohol sales as part of a 2,463 sq. ft. square foot restaurant and (ABC Type 47, On-Sale Beer, Wine, and Distilled Spirits)	49-405 Grapefruit Blvd	Mayra Bojorquez	PC Approved 7/19/23
AR	23-10	Armtec Defense Technologies Architectural Review for (7) solar canopies in the parking lot totaling 486 kWp at 85901 53rd Avenue (APN 778-390-008).	85901 53 rd Avenue	Bayware Power Solutions permit.powersolutionsus@baywa -re.com	PC Approved 2/29/24
CUP	370	Yamama Liquor Type 21(Off-Sale General) ABC License for new convinience store.	1030 6 th Street	Eileya Makhoul (818) 568-61111	PC Denied 9/6/23
AR	23-11	Rancho Mariposa – 20 Lots 20 single family home lots, 5 floor plans ranging from 1,815-2,121 SF, final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	MV A24 LLC / Steve Landis (951) 231-7206 steve@landexcorp.com	Admin Approved 12/12/23
AR CUP	23-14 375	Coachella Islamic Center Parking Lot Parking Lot to serve the existing Coachella Islamic Society of Palm Springs	84650 Avenue 49	Islamic Society of Palm Springs radmouses@gmail.com	PC Approved 6/5/24

City of Coachella Development Status Report

		building at 84650 49 th Avenue.			
AR	23-15	Foxpoint Digital Bollboard	45800 Dillon Rd	Sierra Langbehn 8590 E Shea Blvd., Ste. 130 Scottsdale, AZ 85260	Admin Approved 10/30/23
CUP	373	Family Dollar Type 20 ABC License	52226 Cesar Chavez Street	Family Dollar LLC c/o Rob Hosack 770-235-5662 rhosack@decisions-consulting.com ab-licensing@dollartree.com	PC Approved 2/7/24
AR CUP	23-16 374	Roots Café establish a 1,750 square foot retail cannabis business within an existing building	45800 Dillon Road	Greg Klibanov 10715 Camarillo St, #103 North Hollywood, CA 91602 greg@rykal.net	PC Approved 7/3/2024
AR CUP	24-02 377	Coachella Gateway 4,627 SF shell building with drive thru at an existing commercial center.	48151 Grapefruit Blvd	Chandi & Karan LLC nsc@chandigroupusa.com 760-396-9260	PC Approved 7/17/24
TTM 38943 AR CUP	24-05	Coachella Vault luxury storage facility on 11 acres for classic cars, boats, RVs and other luxury vehicles	East of Harrison Street and South of Avenue 48 (APN: 603-290-005)	Steve Myers – Coachella Vault LLC 78206 Varner Road, Suite D 152 Palm Desert, CA 92211 760-342-4400 steve@coachellavault.com	Under Review
AR CUP	24-07 381	Sun Community Credit Union 4,130 sq. ft. commercial bank building on 1.97 acres.	NEC of Cesar Chavez St and Valley Rd.	Patrick Carey 1068 Broadway, El Centro, CA 92243	PC Approved 7/3/24
AR	24-09	Kaul Patio Reconstruction of a 1,759 SF commercial patio at 51800 Cesar Chavez Street	51800 Cesar Chavez Street	Lisa Fisher (760) 668-1653	Under Review
CUP	374	Roots Cafe 1,854 SF retail cannabis business within an existing commercial building located at 45-800 Dillon Road.	45800 Dillon Road	Greg Klibanov 310-486-8000 greg@rykal.net	PC Approved 7/3/24

City of Coachella Development Status Report

С	CUP	378	<u>La Mango</u> Type 40 ABC License	51704 Cesar Chavez Street Suite B	Arlent I. Torres Cardenas 760-899-2807 Torresarlent1883@gmail.com	PC Approved 4/17/24
Е	EP	22-04	Coachella Valley Event Center 20 acre event center	46600 Tyler Street	Edwart Rostamian 1146 N Central Ave #340 Glendale, CA 91202 associate4renotes@gmail.com	CC Approved 7/24/2024
	CUP EP	380 24-01	VMP Nightclub & Event Center Night Club and Event Center at existing shopping center that will host live music events. Type 48 ABC license.	49974 Cesar Chavez Street	Reyes Hernandez <u>Belindahernandez2@aol.com</u> 760-888-7140	PC Approved 9/4/24 CC Aprroved 9/25/24
Е	EP	23-02	Mi Lindo Sinaloa Family resteraunt with live entertainment.	49291 Grapefruit Boulevard	Josue Milton Paiz Guevara 760-398-8538	Tabled
V	/AR	23-04	Rochin, Setback 5'5" setback variance and 5% lot coverage variance for a rear yard patio	48440 Charlton Peak St	Ramon Rochin Mmgonzalez0386@gmail.com	PC Approved 3/20/24
	CUP MOD)	289	Coachella Brands Modification for permanent status of renovated 5,000 sq. ft. structure, permanent status grant for conjoined and existing container structures, and an extension to develop twenty-five (25) greenhouse structures.	84805 Avenue 48	Ferrel Raskin 602-469-3333 fraskin@d9mfg.com Russell Stamm 602-499-3810 russ@azvector.com	Under Review
	CUP MOD)	345	Coachella Valley Growers Modify condition of approval No. 23 to amend responsibilities of street improvements for Fillmore Street for the Coachella	50501 Fillmore Street	Wyatt Nelson 805-910-8587 Wnelson24@protonmail.com	PC Approved 9/4/24

City of Coachella Development Status Report

		Valley Growers project.			
AR	24-10	Clinica Coachella 6,900 SF medical clinic that includes medical offices.	NE corner of Van Buren and Avenue 50	Alpha Rue, LLC 760-861-1436 ruelasnp@gmail.com drjalfaro@gmail.com	Under Review

PC = Planning Commission CC = City Council

Types = RS Single Family Residential, RM Multifamily Residential, CG Commercial General, NC Neighborhood Commercial MH Manufacturing Heavy, MS Manufacturing Service, MW Wrecking Yard, RE Residential Estate Status of Projects = Under Construction, Approved, Pending Approval Status of Maps = Constructed, Under Construction, Recorded, Approved Tentative, Pending Approval

AR Architectural Review
CUP Conditional Use Permit
CZ Change of Zone
DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

PD Planned Development
TTM Tentative Tract Map or Tentative Subdivision Map
TPM Tentative Parcel Map
VAR Variance

Tentative Maps (Tract and Parcel) are approved for 2 years and may be extended an additional year three times upon approval of their request and payment of application fees.

Assembly Bill 1561 (AB1561) automatically grants an 18-month extension to any Tentative Tract or Tentative Parcel Map that was valid between March 4, 2020 and 18 months after passage of the Bill.

Senate Bill (SB 1185) automatically grants a 12 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2008 and will normally expire before January 1, 2011.

Assembly Bill 333 (AB333) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2009 and will normally expire before January 2, 2012.

Assembly Bill 208 (AB208) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2011 and will normally expire before January 1, 2014.



STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the

County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of

\$222,938 for the City of Coachella Home Enhancement Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2024-59 approving a Supplemental Agreement with the County of Riverside and authorize the City Manager to execute the Supplemental Agreement for the use of fiscal year 2023-2024 Community Development Block Grant entitlement funds in the amount of \$222,938 for the City of Coachella Home Enhancement Program.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2024 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2024-25, 2025-2026, and 2026-2027, whereby the City elected to participate with the County, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$222,938, CDBG Entitlement Funds for the City of Coachella Home Enhancement Program for fiscal year 2024-2025. This allocation reflects a proportional share of the County of Riverside's entitlement allocation from the Department of Housing and Urban Development (HUD). The City of Coachella submitted a CDBG application to the County of Riverside for the City of Coachella Home Enhancement Program; the application was subsequently approved by the County of Riverside Board of Supervisors.

DISCUSSION/ANALYSIS:

The purpose of this Supplemental Agreement between the City of Coachella and County of Riverside is to authorize the use of CDBG Entitlement Funds for Fiscal Year 2024-2025 in the amount of \$222,938 in accordance with the Housing and Community Development Act of 1974 (HCDA). The term of the Supplemental Agreement for the implementation of the City of Coachella Home Enhancement Program is for the period of one (1) year from July 1, 2024 to termination on June 30, 2025. Through this agreement, the City agrees to comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the County-approved, CDBG-funded Home Enhancement Program.

ALTERNATIVES:

- 1. Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$222,938 for the City of Coachella Home Enhancement Program
- 2. Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$222,938 for the City of Coachella Home Enhancement Program

FISCAL IMPACT:

There is no fiscal impact as the City of Coachella is cooperating with the County of Riverside who will administer the program.

ATTACHMENTS:

- 1. Resolution No. 2024-59
- 2. Supplemental Agreement

RESOLUTION NO. 2024-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2024-59 TO APPROVE A SUPPLEMENTAL AGREEMENT WITH THE COUNTY OF RIVERSIDE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SUPPLEMENTAL AGREEMENT FOR THE USE OF FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS IN THE AMOUNT OF \$222,938 FOR THE CITY OF COACHELLA HOME ENHANCEMENT PROGRAM

WHEREAS, the County or Riverside and City of Coachella executed a Cooperation Agreement, for the term July 1, 2024 through June 30, 2027, whereby the City elected to participate with the County, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974;

WHEREAS, through this agreement, the City agreed to undertake and assist with the community development activities within its jurisdiction, by utilizing the sum of \$222,938 CDBG Entitlement Funds for its City of Coachella Home Enhancement Program;

WHEREAS, the purpose of this Supplemental Agreement between the City of Coachella and County of Riverside is to authorize the use of CDBG Entitlement Funds for fiscal year 2024-2025 in the amount of \$222,938 which reflects a proportional share of the County of Riverside's entitlement allocation from the Department of Housing and Urban Development;

WHEREAS, the City of Coachella submitted a CDBG application to the County of Riverside for its City of Coachella Home Enhancement Program and the application was subsequently approved by the County of Riverside Board of Supervisors;

WHEREAS, the City of Coachella must comply with timely drawdown of CDBG entitlement funding by expeditiously implementing and completing the County-approved, City of Coachella Home Enhancement Program; The City must remain cognizant of the City's drawdown performance as it directly impacts the County's overall program drawdown rate. If the City's unobligated CDBG fund balance, as of January 31, 2025, exceeds one hundred and seventy-five percent (175%) of the City's 2024-2025 CDBG allocation, the County may, in its sole discretion, take the necessary administrative actions to reduce the City's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by County. The County may, in its sole and absolute discretion, authorize the City in writing, prior to January 31, 2025, to exceed the CDBG fund balance requirement.

WHEREAS, the term of the Supplemental Agreement for the implementation of the City of Coachella Home Enhancement Program is for the period of one (1) year from July 1, 2024 to termination on June 30, 2025; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

<u>Section 1.</u> <u>Incorporation of Recitals.</u> The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

<u>Section 2.</u> <u>Title.</u> Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-2025 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$222,938 for the City of Coachella Home Enhancement Program.

PASSED, APPROVED and ADOPTED this 23rd day of October, 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 CITY OF COACHELLA)) ss.)
	That the foregoing Resolution No. 2024-59 was duly adopted by Coachella at a regular meeting thereof, held on the 23rd day of vote of Council:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Delia Granados	
Deputy City Clerk	

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File No.: 4.CO.29-24

SUPPLEMENTAL AGREEMENT FOR THE USE OF 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Supplemental Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the CITY OF COACHELLA, a political subdivision of the State of California, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

- 1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated August 7, 2023 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated August 7, 2023, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.
- PURPOSE. CITY has been allocated \$222,938 in CDBG Entitlement funds for the 2024-2. 2025 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$222,938 CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

4.CO.29-24 City of Coachella Home Enhancement Program, \$222,938.

- 3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Project(s) shall be for a period of one (1) year from July 1, 2024, to termination on June 30, 2025.
- COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

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- EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the 5. time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times of performance for other activities may also be extended in writing by COUNTY. If substantial progress toward completion in conformance with the completion schedule, as determined by COUNTY in its discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in the section titled "Termination," and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY after appropriate notice is provided to the City.
- LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-6. funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to proceed.
- 7. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

COUNTY	<u>CITY</u>
Heidi Marshall, Director	Dr. Gabriel Martin, City Manager
Riverside County HWS	City of Coachella
P.O. Box 1528	53990 Enterprise Way
Riverside, CA 92502	Coachella, CA 92236

8. <u>DISBURSEMENT OF FUNDS</u>.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

- B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2025, exceeds one hundred and seventy-five percent (175%) of the CITY's 2024-2025 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2025, to exceed the CDBG fund balance requirement.
- C. CITY shall comply with timely drawdown of CDBG funds by submitting monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY has received the CITY's reimbursement request including documentation supporting expenditures.
- D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to COUNTY no later than <u>June 1, 2025</u>:
 - 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
 - 2. Clearance Activities [24 CFR 570.201 (d)]
 - 3. Interim Assistance [24 CFR 570.201 (f)]
 - 4. Code Enforcement [24 CFR 570.202 (c)]

All public service activities [24 CFR 570.201 (e)] and other eligible activities under this

Supplemental Agreement must be implemented, completed, and obligations reported in writing to the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9. <u>RECORDS AND INSPECTIONS.</u>

- A. CITY shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:
- i. if any litigation, claim, or audit is started prior to the expiration of the four(4) year period;
- ii. when the CITY is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;
- iii. records for real property and equipment acquired with CDBG funds must be retained for four (4) years after final disposition;
- iv. when the records are transferred by the CITY to the COUNTY, HUD, or other Federal agency, the four (4) year period is not applicable.
- B. CITY shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements, but records must be available for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.
 - C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds

received as set forth in Exhibit(s) A attached hereto.

- D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized representative, for the examination and copying, all of its records and other materials with respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose of interview and discussion related to the records and documents.
- E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said program income shall be used only for the activities that are the subject of this Agreement. Further, all provisions of this Agreement shall apply to such activities.
- F. The CITY shall ensure that at least fifty-one percent (51%) of the persons benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines. The CITY shall provide the required income certification and direct benefit documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required income certification and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto.
- 10. <u>COMPLIANCE WITH LAWS</u>. CITY shall comply with all applicable federal, state, and local laws, regulations, and ordinances and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference, pertaining to inherently religious activities. CITY shall comply with the Additional Federal

Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein by this reference.

- 11. <u>COOPERATION WITH HOUSING ACTIVITIES</u>. CITY shall cooperate with COUNTY in undertaking essential community development and housing assistance activities, specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant Program.
- 12. <u>LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA</u> ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY is designated as the lead agency for the projects that are the subject matter of this Supplemental Agreement.
- 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

14. <u>INSURANCE</u>. Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds

a. <u>Workers' Compensation</u>:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. <u>Commercial General Liability</u>:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.b.1

Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

c. <u>Vehicle Liability</u>:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. <u>General Insurance Provisions - All lines:</u>

- (i). 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 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.
- (ii). The CITY must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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 thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in 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 coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (iv). It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- (v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.
- (vi). CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (viii). CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- 15. <u>INDEPENDENT CONTRACTOR</u>. The CITY is, for purposes relating to this Supplemental Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship

exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. <u>NONDISCRIMINATION</u>. CITY shall abide by 24 CFR Sections 570.601 and 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds.

CITY shall abide by and include in any subcontracts to perform work under this Supplemental Agreement, the following clause:

"During the performance of this Supplemental Agreement, CITY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CITY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

17. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

- B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- C. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- D. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- E. CITY understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).
- F. Prior to the distribution of any CDBG funding under this Supplemental Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.
 - G. Any violation of this Section 17 shall be deemed a material breach of this

Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

- 18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:
- a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. <u>TERMINATION</u>.

- A. <u>CITY</u>. CITY may not terminate this Agreement except upon express written consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).
- B. <u>COUNTY</u>. Notwithstanding the provisions of Paragraph 19a above, COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of action being taken and the reason for such action including, but not limited to, the following reasons:
- (1) In the event CITY fails to perform the covenants herein contained at such times and in such manner as provided in this Supplemental Agreement; and
 - (2) In the event there is a conflict with any federal, state or local law,

ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement invalid or untenable; or

- (3) In the event the funding from the Department of Housing and Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.
- C. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure of the CITY to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications submitted by CITY.
- D. Upon suspension or termination of this Supplemental Agreement, CITY shall return any unencumbered funds which it has been provided by COUNTY. In accepting said funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach of this Supplemental Agreement.

E. Reversion of Assets

- 1. Upon expiration or termination of this Supplemental Agreement, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.
- 2. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a loan) in excess of \$25,000 is either:
- (i) Used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or
 - (ii) Not used in accordance with Clause (i) above, in which event the

CITY shall pay the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

- 20. <u>PUBLICITY</u>. Any publicity generated by CITY for the Projects funded pursuant to this Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of Housing, and Workforce Solutions, and the Community Development Block Grant Program in making the project possible.
- 21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Supplemental Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit(s)A, attached hereto. Quarterly reports shall be due on the last day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to, the following data elements:
 - A. Title of program, listing of components, description of activities/operations.
- B. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.
- C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208 (a)(2)(i), CITY will report the following:
- 1) Total number of direct beneficiaries (clientele served) with median household incomes (MHI) at:
 - Above 80% MHI
 - Between 50% and 80% MHI (Low-Income)
 - Between 30% and 50% MHI (Very Low-Income)
 - Less than 30% MHI (Extremely Low-Income)
- 2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI
 - 3) Racial ethnicity of clientele
 - 4) Number of Female-Headed Households

- D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.
- 22. <u>PRIOR AUTHORIZATION</u>. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:
 - A. Construction of public facilities (project plans and specifications);
 - B. Acquisition of real property;
 - C. Historic Preservation;
 - D. Relocation; and
 - F. Economic Development
 - 23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by the COUNTY in connection with such matter is for the public purpose of assisting with a community development and housing activity pursuant to the Act, and neither CITY (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, improvement, or development of the property.

It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit development of the property and construction of the improvements and the use, operation, and maintenance of such Improvements in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County approval necessary for the development of the Property, or waive any applicable local jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the development described herein, (c) guarantee to CITY or any other party any profits from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or rules.

City agrees and acknowledges that it is the responsibility of City to obtain a legal determination at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend, and hold County harmless from and against any liability arising out of and related to City's failure to comply with any and all Davis Bacon and or prevailing wage requirements.

- 24. <u>PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES).</u> CITY shall obtain COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real property acquisition activities.
- 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

- a. Title to the real property shall vest in CITY;
- b. The real property will be held by CITY, or the constructed facility will be maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual Performance and Evaluation Report (CAPER);
- c. While held by CITY, the real property or the constructed facility is to be used exclusively for the purposes for which acquisition or construction was originally approved by COUNTY;
- d. Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is consistent with the COUNTY'S Five-Year Consolidated Plan or the applicable federal regulations governing CDBG funds;
- e. Should CITY desire to use the real property or the constructed facility, prior to the completion of the mandatory five-year period, for a purpose not consistent with applicable federal regulations governing CDBG funds or to sell the real property or facility, then:
- (1) If CITY desires to retain title, CITY will reimburse COUNTY the amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility; or
- (2) If CITY sells the property or facility or is required to sell the property or facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.
- 26. <u>ENTIRE AGREEMENT</u>. This Supplemental Agreement, including any attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein

 shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

- 27. <u>SEVERABILITY</u>. Each section, paragraph and provision of this Supplemental Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.
- 28. <u>EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT</u>. CITY agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in writing, the Riverside County Workforce Development Center of any and all job openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.
- 29. <u>MINISTERIAL ACTS</u>. The Director of Housing and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by COUNTY.
- 30. <u>PROJECT ELIGIBILITY</u>. As to CITY or its claimants, COUNTY shall bear no liability for any later determination by the United States Government, the U.S. Department of Housing and Urban Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.
- 31. <u>SOURCE OF FUNDING</u>. CITY acknowledges that the source of funding pursuant to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant Award Number is B-24-UC-06-0506.
- 32. <u>ASSIGNMENT</u>. The CITY shall not make any assignment or transfer in any form with respect to this Supplemental Agreement, without prior written approval of the COUNTY.
- 33. <u>INTERPRETATION AND GOVERNING LAW</u>. This Supplemental Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Supplemental Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Supplemental Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

34. <u>WAIVER</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

- 35. <u>JURISDICTION AND VENUE</u>: Any action at law or in equity arising under this Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Supplemental Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction
- 36. <u>USE OF PROPERTY</u>. Whenever federal CDBG funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.
- 37. <u>AUTHORITY TO EXECUTE</u>. The persons executing this Supplemental Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and represent that they have the authority to execute this Supplemental Agreement and warrant and represent that they have the authority to bind the respective parties to this Supplemental Agreement to the performance of its obligations hereunder.
- 38. <u>EFFECTIVE DATE</u>. The effective date of this Supplemental Agreement is the date the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.
- 39. <u>COUNTERPARTS</u>. This Supplemental Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

40. <u>FORCE MAJEURE</u>.

A. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight

embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

- B. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.
- 41. <u>MODIFICATION OF AGREEMENT</u>. This Supplemental Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representative of COUNTY and CITY respectively.
- 42. <u>DIGITAL AND ELECTRONIC SIGNATURES</u>. The parties 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). 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 CUETA as amended from time to time. 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.

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[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

1	IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the					
2	dates set forth below.	•				
3						
4	COUNTY OF RIVERSIDE, a political subdivision of the	CITY OF COACHELLA,				
5	State of California	A general law city				
6						
7	BY:	BY:				
8	Deputy Director	Name:				
9	`	Title:				
10	Data					
11	Date:	Date:				
12						
13	APPROVED AS TO FORM:	ATTEST:				
14	MINH C. TRAN					
15	COUNTY COUNSEL					
16	Bv:	BY:				
17	By: Paula S. Salcido,	BY: City Clerk				
18	Deputy County Counsel					
19		APPROVED AS TO FORM:				
20						
21		BY: City Attorney				
22		· ·				
23						
24						
25						

27

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EXHIBIT A File No.: 4.CO.29-24

SUPPLEMENTAL AGREEMENT SCOPE OF WORK (NON-PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Coachella	UEI #: DZD1FWED7J53
ADDRESS: 53990 Enterprise Way	
Coachella, CA 92236	
PROGRAM CONTACTS: Gabriel Martin, City Manager	
PHONE: 760-398-3502	FAX:
E-MAIL: gmartin@coachella.org	
PROJECT NAME: City of Coachella Home Enhancement Pro	ogram
PROJECT LOCATION: Citywide	
LEVEL OF ENVIRONMENTAL CLEARANCE:	
CDBG ELIGIBILITY CODE: 570,202 (b)	
PROJECT FUNDING SUMMARY: \$222,938	
Project to be administered by County (HWS) on behalf	of City: YES NO
H CCORE OF CERVICE	

II. SCOPE OF SERVICE

A, Activities

City will be responsible for administering a 2024-2025 Community Development Block Grant for the City of Coachella Home Enhancement Program in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1

CDBG funds will be used to pay for costs associated with grants to assist homeowners with their rehabilitation of stick-built and modular (attached to private land) owner-occupied single-family residences in the City of Coachella. Grants are for the costs of exterior rehabilitation relative to the health, safety, and Housing Quality Standards of a property as defined by the U.S. Department of Housing and Urban Development. City of Coachella Home Enhancement Program

EXHIBIT A File No.: 4.CO.29-24

В.

National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(3)						
CFR Reference:	Low Mod Limited Clientele-Housing Activities					
C. Levels of Accor	Levels of Accomplishment – Goals and Performance Measures					
The City agrees to implen	nent and complete the following activity(ies):					
Activity #1 Partner with C	County to advertise the Home Enhancement Program to its residents.					
Activity #2- Partner with t	he County for carry out Home Enhancement Program activities.					
CPD	OUTCOME PERFORMANCE MEASUREMENT					
Objectives (select one):	 □ Creating Suitable Living Environments □ Providing Decent Affordable Housing □ Creating Economic Opportunities 					
Outcome (select one):	 ☐ Availability/Accessibility ☐ Affordability ☐ Sustainability (promoting livable or viable communities) 					

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

EXHIBIT A File No.: 4.CO,29-24

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$222,938 Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non- CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X	\$0 .	\$222,938	
Project Administration Costs	X			
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:		parment the second of the seco		
Timimir Cidisky balldrossit.	\$2000	30	\$222,03%	

All indirect costs must be pre-approved by the County. City must submit an Indirect Cost Allocation Plan to County, in a form specified by County, demonstrating the appropriate share of general and administrative costs.

EXHIBIT A File No.: 4.CO.29-24

G. Total Amount of Non- CDBG Leveraging

ТУРЕ	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL	e par despaire s		tion strates	out retain at and ather pe			
STATE/LOCAL			i b. 276 och Littler, eldierr	erlosmanca audita regula			
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III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- I Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

EXHIBIT A

File No.: 4.CO.29-24

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone			Start Date	Completion Date		
Complete CDBG Training		raining	September 2024	September 2024		
Implement Project Activities		Activities	Upon Notification from HV	Upon Notification from HWS		
Execute Supplemental Agreement & Notice to Incur Cost			September 2024	March 28 2025		
<u>Task</u>	s / Milestone		Start Date	Completion Date		
Submit Performance October 20 Reports to County		October 2024	June 30, 2025			
	ity Monitoring ram/Performan		To be determined by Progr	am Manager		
1.	City executes	Supplemental Agreement; receiv	es Authorization to Incur Cost le	etter		
2.	HWS prepares	s final construction documents (in	ncorporating Special Federal Pro	visions) for HWS review and		
3.	HWS advertis	e for bids				
4.	HWS reviews	and approves bidding process				
5.	HWS awards	construction contract				
6.	HWS conduct	"pre-construction meeting"				
7.	HWS authoriz	es issue of "Notice to Proceed"		e.		
8.	HWS Submits	Reimbursement Requests				
Me	onthly Submitta	1 🔲				
Ot	her Schedule	\boxtimes	To be determined by Program	n Manager		
CDRG-funded Project Complete				Juna 20, 2025		

V. SPECIAL CONDITIONS / PERFORMANCE REQUIREMENTS

It is required that the City and County of Riverside HWS adhere to the current Home Enhancement Program Policies.

EXHIBIT "S"

Page 1 of 2

Economic Opportunities for Low- and Very Low-Income Persons CONTRACT REQUIREMENTS 24 CFR Part 75

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

- (a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:
- (1) Public housing financial assistance. Public housing financial assistance means:
- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.
- (2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- (ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.
- (iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- (b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.
- (c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- (d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.

- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

- (a) Employment and training. (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.
- (b) Contracting. (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

- (a) Targeted Section 3 worker. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:
 - (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in §75.5; or
 - (ii) A YouthBuild participant.
 - (b) [Reserved]

§75.23 Section 3 safe harbor.

- (a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:
 - (1) Certify that they have followed the prioritization of effort in §75.19; and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.
- (b) Establishing benchmarks. (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

- (2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).
 - (3) Section 3 benchmarks will consist of the following two ratios:
- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.
- (ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

- (a) Reporting of labor hours. (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.
- (3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- (4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

- (5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.
- (b) Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:
 - (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- (c) Reporting frequency. Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

- (a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.
- (b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

- (a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:
- (1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and
- (2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:
 - (i) The total number of labor hours worked on the project;
 - (ii) The total number of labor hours worked by Section 3 workers on the project; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers on the project.
- (b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

- (a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.
- (b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:
 - (1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:
- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - (v) An employer's certification that the worker is employed by a Section 3 business concern.
- (2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
 - (i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:
- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - (C) An employer's certification that the worker is employed by a Section 3 business concern; or

- (D) A worker's certification that the worker is a YouthBuild participant.
- (ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:
- (A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
 - (B) An employer's certification that the worker is employed by a Section 3 business concern; or
 - (C) A worker's self-certification that the worker is a YouthBuild participant.
- (c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.
- (d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

- (a) Records of compliance. Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.
- (b) *Complaints*. Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.
- (c) *Monitoring*. HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found

EXHIBIT "R"

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith–Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith–Based and Other Neighborhood Organizations,", and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non–Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is <u>available</u> to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particulary under the Religious Freedome Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

- (1) Because of conduct that would not be considered grounds to disfavor a secular organization;
- (2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the <u>First Amendment</u> to the Constitution; or
- (3) Because of the actual or suspected religious motivation of the organization's religious exercise.
- (4) In addition, decisions about awards of <u>Federal financial assistance</u> must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.
- (d) Independence and identity of faith-based organizations.
- (1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.
- (2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), and include religious references in its organization's mission statements and other governing documents.
- (e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by <u>HUD</u> or a recipient or <u>intermediary</u> in administering financial assistance from <u>HUD</u> shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However,

acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) Tax exempt organizations.

In general, <u>HUD</u> does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the <u>Internal Revenue Code</u> to be eligible for funding under <u>HUD</u> programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly <u>state</u> the statutory authority for requiring such status. <u>Applicants</u> should consult with the appropriate <u>HUD</u> program office to determine the scope of any applicable requirements. In <u>HUD</u> programs in which an <u>applicant</u> must show that it is a nonprofit organization but this is not statutorily defined, the <u>applicant</u> may do so by any of the following means:

- (1) Proof that the Internal Revenue Service currently recognizes the <u>applicant</u> as an organization to which contributions are tax deductible under section 501(c)(3) of the <u>Internal Revenue Code</u>;
- (2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
 - (i) The organization is a nonprofit organization operating within the State; and
 - (ii) No part of its net earnings may benefit any private shareholder or individual;
- (3) A certified copy of the <u>applicant</u>'s certificate of incorporation or similar document that clearly establishes the nonprofit status of the <u>applicant</u>;
- (4) Any item described in paragraphs (1)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
- (5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (1)(1) through (4) of this section.

(m) Rule of construction.

Neither <u>HUD</u> nor any recipient or other <u>intermediary</u> receiving funds under any <u>HUD</u> program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations <u>affiliated</u> with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

SOURCE: <u>61 FR 5202</u>, Feb. 9, 1996; <u>61 FR 9041</u>, March 6, 1996; <u>61 FR 9537</u>, March 8, 1996; <u>61 FR 11113</u>, March 18, 1996; <u>61 FR 13616</u>, March 27, 1996; <u>61 FR 54498</u>, Oct. 18, 1996; <u>70 FR 77743</u>, Dec. 30, 2005; <u>73 FR 72340</u>, Nov. 28, 2008; <u>75 FR 66258</u>, Oct. 27, 2010; <u>77 FR 5674</u>, Feb. 3, 2012; <u>80 FR 42352</u>, July 16, 2015; <u>81 FR 19416</u>, April 4, 2016; <u>81 FR 80798</u>, Nov. 16, 2016; <u>81 FR 90657</u>, Dec. 14, 2016, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1701x; 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d); Sec. 327, Pub.L. 109–115, 119 Stat. 2936; Sec. 607, Pub.L. 109–162, 119 Stat. 3051 (42 U.S.C. 14043e et seq.); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; 29 U.S.C. 794, 42 U.S.C. 1437a, 1437c, 1437c–1(d), 1437d, 1437f, 1437n, 3535(d), and Sec. 327, Pub.L. 109–115, 119 Stat. 2936; 42 U.S.C. 3600–3620; 42 U.S.C. 5304(b); 42 U.S.C. 12101 et seq.; 42 U.S.C. 12704–12708; E.O. 11063, 27 FR 11527, 3 CFR, 1958–1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

- 1. Equal Employment Opportunity Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex sexual orientation, general identity, or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.A. Section 3145): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- 3. Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. A. Section 3141-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.CA.. 32701 through 3708): Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701–3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 6. **Rights to Data and Copyrights** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 7. Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- 8. Byrd Anti-Lobbying Amendment (31 U.S.C.A. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 9. **Debarment and Suspension** (Executive Orders (E.O. s) 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 10. **Drug-Free Workplace Requirements** The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.
- 11. Access to Records and Records Retention: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

- 12. Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
- 13. Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).
- 14. Procurement of Recovered Materials (2 CFR 200.322.) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 15. Build America, Buy America (BABA) Act: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- 16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022, and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.



STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

FROM: Jason Stevens, IT Manager

SUBJECT: Authorize a consulting contract with Holistic System Integration Solutions for

migration of Tyler Technologies Eden to Enterprise ERP Phase 1 and the

appropriation of \$97,500 from Unreserved General Fund (101)

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize a consulting services contract with Holistic System Integration Solutions for the migration of the city's current Tyler Technology Eden ERP system to our new Tyler Technologies Enterprise ERP SAAS based solution Phase 1.

BACKGROUND:

The City of Coachella has embarked on our multi-year project in the upgrade of the city's main software enterprise resource and planning (ERP) solution Tyler Technologies Eden software. The council previously approved this upgrade project to our new, modern and state of the art Tyler Technologies Enterprise ERP solution otherwise known as Munis.

After discussion with our project leads along with Tyler Technology project planners it was deemed preferable to contract with a specialized project manager to assist the city with this highly complex multi-year project endeavor. This project touches and affects every department within the city and it is highly critical that the city achieves a high level of success for all departments and feature implementations.

DISCUSSION/ANALYSIS:

The IT department alongside with the city manager and finance department controller, whom represent the main project lead team, interviewed multiple applicants seeking to provide consulting services for this project. After multiple interviews were performed the project team selected Holistic System Integration Solutions to provide this consulting service. Holistic System Integration Solutions has previous provided consulting services to the city where they performed an in-depth systems and departmental workflow analysis for the Economic Development, Development Services and Engineering departments. One of the goals for this consulting

engagement is to address the numerous inefficiencies and enhancements noted in that previous study as the city implements our new ERP system. Additionally Holistic System Integration Solutions is a local based consulting firm out of La Quinta, CA who can respond quickly, directly and be on-premise with staff during the engagement which is a significant benefit.

The consulting agreement is on a phase-to-phase basis to coincide with the planned master project schedule being managed by Tyler Technologies. While some phases may overlap their start and go live dates, the entire project is being planned out over a three-year period with four phases.

ALTERNATIVES:

- 1. Submit this item for the next budget cycle
- 2. Not authorize this contract at this time

FISCAL IMPACT:

With this action, City Council authorizes the appropriation from Unreserved General Fund to account 101-11-161-90-334-000 for the amount of \$97,500.



Proposal:

City of Coachella

Consulting Assistance for Implementation of the Tyler Enterprise Software System

Angelica Zarco

P.O. Box 6313 La Quinta, CA. 92248

Office (760) 861-6532 azarco@holisticsystemint.com

www.holisticsystem-int.com





AUGUST 12, 2024 PROPOSAL FOR SERVICES

Overview

Holistic System Integration Solutions is pleased to submit this proposal to the City of Coachella to provide Consulting Services for assistance in the Implementation of the Tyler Enterprise Software System.

In 2018, the City of Coachella procured consulting services to prepare a Land Management Software Needs Analysis for their Development Services Department. The in-depth analysis provided a comprehensive audit of the City's existing land management system needs and touched on areas of City processing that directly impact Land Development related activities such as Business License, Utilities, Environmental Compliance and Records Management as well as payment processing via the City's existing Financial Software System, Eden. This in-depth analysis provided a road map for the City to procure a new software system that would resolve approximately 90% of the needs identified in the analysis. In 2022, the City entered into a Software as a Service (SaaS) agreement with Tyler Technologies, Inc. for their Tyler Enterprise Software System.

The City seeks to receive consulting services to assist in the implementation process of the new Tyler Enterprise Software System. In order to achieve successful implementation of the Tyler Enterprise System, the City of Coachella desires to contract a Local Project Partner that possesses software system implementation and process integration experience.

Our in-depth understanding of Development Services, municipal land development processes and proven system implementation/integration experience, paired with the City's desire to expand current business process and system effectiveness while successfully achieving future system implementation, ensures a seamless collaboration.

Holistic System Integration Solutions has developed solutions that utilize a holistic approach to system design and integration by balancing four major elements that are key to successful system implementation – People, Culture, Process, and Technology. This approach delivers system integration on a global scale while taking-into-account and minimizing adverse impacts to the organization.



Execution Strategy

Our success is attributed to an execution strategy that incorporates the Lean Six Sigma, DMAIC (Define, Measure, Analyze, Improve, Control) method to software implementation/integration. The DMAIC approach allows us to continually identify and apply improvements to business processes through software system design that result in enhanced system performance.

Change management strategies have been built into our programs to assist with the least impactful introduction of end-users to the new environment. This approach is imperative to organizational health.

Scope of Work

Provide Consulting Services to assist with the Implementation of Tyler's Enterprise software system:

- Configuration/Business Process Integration
- Workflow Development
- Fee Schedule/Structure configuration
- System Report Development Coordination (Forms/Documents/Reports)
- GIS Coordination
- Electronic Plan Review Implementation/integration
- Testing
- Data mapping guidance for data migration
- Develop Standard Operating Procedures (SOP's)
- Develop Training materials
- · Conduct Staff training
- · Ticket creation to report system issues, monitoring and follow through to resolution
- · Conduct one-on-one and/or group sessions with City staff
- On-site project management/support services To be scheduled and agreed upon between City and HSIS
- · Remote support services via phone/video conference
- Develop Process/Project Action Team's to accomplish project goals
- Go Live Onsite implementation support during week of Go Live, as needed

Optional Services

- SQL/Cognos/Crystal Report Writer services
 - Coordinate temporary services to be directly contracted by City
- GIS Consultant
 - Coordinate temporary services to be directly contracted by City

Qualifications

HOLISTIC SYSTEM INTEGRATION SOLUTIONS

OUR PURPOSE

Based in Riverside County, **Holistic System Integration Solutions** is dedicated to providing smart holistic solutions for software implementation and process integration.

Holistic's in-depth understanding of land management systems, comprehensive knowledge of municipal land development processes and proven system implementation/integration experience, paired with our client's desires to achieve future system goals and capitalize on their investment while delivering exceptional customer service, ensures seamless and streamlined collaborations.

Holistic has developed streamlined solutions that utilize a holistic approach to system design and integration by balancing four



major elements that are key to successful system implementation – People, Culture, Process, and Technology. This approach delivers system integration on a global scale while taking-into-account and minimizing adverse impacts to the organization.

EXECUTION STRATEGY

Our success is attributed to an execution strategy that incorporates the Lean Six Sigma, **DMAIC** (Define, Measure, Analyze, Improve, Control) **method** to software implementation/integration. The DMAIC approach allows them to continually identify and apply improvements to business processes through software system design that result in enhanced system performance.

Change management strategies are also built into our programs to assist with the least impactful introduction of end-users to their new land management environment. This approach is imperative to organizational health.

SERVICES PROVIDED (all of which may be provided remotely)

- RFP Development
- Software System Implementation (New or Upgrade)
- Software Configuration/Integration
- Workflow Development, Design and Automation
- Fee Schedule/Structure Calculations
- System Reports Development Coordination (Forms/Documents/Reports)
- GIS Implementation Coordination
- System Testing
- Streamlined Strategies for Data Mapping/Migration
- Develop Standard Operating Procedures (SOP's)

- Develop Training Materials and Conduct Staff Training
- Vendor issue creation to report system issues, monitoring and follow through to resolution
- Conduct one-on-one and/or group sessions with staff
- Remote support services via phone/video conference
- On-site and/or remote project management/support services
- Electronic plan review software Implementation/ integration
- Develop Process/Project Action Team's to achieve project goals
- Develop performance metrics and key performance indicators (KPI's) for increased productivity

References

Agency	Contact	Phone Number	Email Address
Holistic References			
City of Medford, Oregon	Barbara Madruga, Technology & Innovation Director	541.774.2064	blmadruga@cityofmedford.org
City of San Clemente, California	Brian Brower, Information Technology Manager	949.361.8259	browerb@san-clemente.org
City of Folsom	Desmond Parrington Planning Manager	916.461.6233	dparrington@folsom.ca.us

Fee Information

Modules	Timeframe	# of hours	Cost of Service
Phase 1			\$125/hour
ENTERPRISE ERP FINANCIALS	July 24 – July 25	780	\$97,500
ENTERPRISE ERP PRODUCTIVITY	July 24 – July 25	Included Phase 1	Included
		Phase 1 Subtotal	\$97,500
Phase 2			
ENTERPRISE ERP HUMAN RESOURCES MANAGEMENT	Jan 25 – Jan 26	520	65,000
		Phase 2 Subtotal	\$65,000
Phase 3			
ENTERPRISE ERP UTILITY BILLING	Jul 25 – Jul 26	208	\$26,000
		Phase 3 Subtotal	\$26,000
Phase 4			
ENTERPRISE PERMIT AND LICENSING	Jan 26 – Jan 27	1040	\$130,000
		Phase 4 Subtotal	\$130,000
		Total Contract Amount	\$344,500
Reimbursable Expenses			
Mileage			2024 IRS Business Rate plus 10%
Printing, Reproduction, Scanning, etc.			Direct Cost plus 10%



STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

FROM: Jason Stevens, IT Manager

SUBJECT: Authorize the purchase of a digital wireless conference system for the amount of

\$79,671.20 and the appropriation of \$44,671.20 from the Unreserved General

Fund (101).

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of a digital wireless conference system for the amount of \$79,671.20 for the City Council Chamber and mobile event use.

BACKGROUND:

The City of Coachella's Information Technology department routinely performs a manual setup of audio video services for meetings and events outside of the fixed installed audio video setup in the primary council chamber. These setups generally take multiple hours to setup and require multiple staff. For larger events, the IT department is physically deploying wired conference microphones and cabling which takes a large amount of time but additionally is unsightly and underperforming. This wired setup also does not scale to outdoor events.

In addition to the remote meetings and events need, it is also planned to upgrade the existing wireless microphones in the council chamber to these new professional level wireless conference microphones that are more suited for speech rather than singing. The existing wireless microphones in the council chamber are over 10 years old and prone to failure.

DISCUSSION/ANALYSIS:

This project includes the purchase of 22 Shure ULXD digital wireless conference units and ancillary equipment. 16 will be apart of a mobile wireless system and 6 will be used for the council chamber portable movable tables. In addition, there will be 10 Shure ULXD digital wireless handheld microphones and ancillary equipment. 8 will be apart of the mobile system and two will be dedicated to the council chamber.

ALTERNATIVES:

- 1. Approve the purchase of new digital wireless conference
- 2. Not authorize this purchase at this time

FISCAL IMPACT:

\$35,000 has been appropriated in the IT Department 2024/2025 budget account 101-11-161-90-741-000 for this project. With this action, the City Council additionally authorizes the appropriation of \$44,671.20 from the Unreserved General Fund (101) to increase the appropriation of account 101-11-161-90-741-000 for the completion of this project.



Sweetwater

5501 US HWY 30 W Fort Wayne, IN 46818 (800) 222-4700 Sweetwater.com Quote Number 10012506 Quote Date 8/27/24

Delivery Method Multi-Campus Delivery

Customer Number 11526437

Quote To: Jason Stevens
City of Coachella
53642 Enterprise Way
Coachella, CA 92236

Ship to: Jason Stevens
City of Coachella
53642 Enterprise Way
Coachella, CA 92236

Qty.	Item	Description	Retail Price	Your Price	Total
7	ULXD4Q-G50	Shure ULXD Quad WIs RCV, G50	\$9,034.00	\$5,800.00	\$40,600.00
		http://www.sweetwater.com/store/detail/ULXD4Q-G50/			
22	ULXD8-G50	Shure ULXD WIs Gooseneck Mic Base TXM, G50	\$774.00	\$500.00	\$11,000.00
		http://www.sweetwater.com/store/detail/ULXD8-G50/			
22	MX418SC	Shure Card Gooseneck Mic 18" w/Mute	\$376.00	\$239.00	\$5,258.00
		http://www.sweetwater.com/store/detail/MX418SC/			
10	V7MC1BK	sE Electronics Wireless Capsule - Black	\$159.00	\$109.00	\$1,090.00
		http://www.sweetwater.com/store/detail/V7MC1BK/			
6	RK412WS	Shure Windscreens 4-pk for MX412/418	\$22.00	\$20.00	\$120.00
		http://www.sweetwater.com/store/detail/RK412WS/			
10	ULXD2SM58-G50	Shure ULXD WIs HH SM58 TXM, G50	\$852.00	\$500.00	\$5,000.00
		http://www.sweetwater.com/store/detail/ULXD2SM58-G50/			
2	UA874US	Shure UA874US Wideband Antenna	\$566.00	\$390.00	\$780.00
		http://www.sweetwater.com/store/detail/UA874US/			
1	SBC200US	Shure SB900 Charger, 2-bay	\$289.00	\$218.94	\$218.94
		http://www.sweetwater.com/store/detail/SBC200US/			
3	SBC200	Shure SB900 Charger Expansion, 2-bay	\$292.00	\$209.00	\$627.00
		http://www.sweetwater.com/store/detail/SBC200/			
3	SBC850US	Shure SB900 NW Charger, 8-bay	\$1,590.00	\$1,000.00	\$3,000.00
		http://www.sweetwater.com/store/detail/SBC850US/			
32	SB900B	Shure SB900B Rechargeable Battery	\$126.00	\$80.00	\$2,560.00
		http://www.sweetwater.com/store/detail/SB900B/			
1	UA844SWBLCP	Shure UA844+SWB/LC Antenna Splitter	\$748.00	\$534.00	\$534.00
		http://www.sweetwater.com/store/detail/UA844SWBLCP/			
1	3SKBR12U20W	SKB 12U 20" Deep Shock Rack w/WhI	\$1,159.99	\$1,000.00	\$1,000.00

1 of 3 Item 7.





Music Instruments & Pro Audio 5501 US HWY 30 W Fort Wayne, IN 46818 (800) 222-4700 Sweetwater.com Quote Number 10012506 Quote Date 8/27/24

Delivery Method Multi-Campus Delivery

Customer Number 11526437

Quote To: Jason Stevens City of Coachella

53642 Enterprise Way Coachella, CA 92236 Ship to: Jason Stevens City of Coachella 53642 Enterprise Way

Coachella, CA 92236

Qty.	Item	Description	Retail Price	Your Price	Total
32	XLR1.5	Pro Co 1.5' XLRF-XLRM Excellines Cable	\$22.99	\$0.00	\$0.00
		http://www.sweetwater.com/store/detail/XLR1.5/			
4	UA802	Shure 2' UHF Coax Cable, BNC-BNC	\$26.00	\$19.00	\$76.00
		http://www.sweetwater.com/store/detail/UA802/			
2	MicStdRound	On-Stage Round Base Mic Std, Black	\$51.99	\$29.95	\$59.90
		http://www.sweetwater.com/store/detail/MicStdRound/			
1	S32IO	Behringer 32x16 Digital Stage Box	\$649.00	\$649.00	\$649.00
		http://www.sweetwater.com/store/detail/S32IO/			
1	M8Lx	Furman 8+1 Outlet 15A Rk Pwr w/Lt	\$230.95	\$0.00	\$0.00
		http://www.sweetwater.com/store/detail/M8Lx/			
4	PA725	Shure 10' RG-8 BNC Coaxial Cable	\$24.00	\$18.50	\$74.00
		http://www.sweetwater.com/store/detail/PA725/			
1	UA844SWBP	Shure Wideband Active Antenna Splitter	\$860.00	\$614.00	\$614.00

http://www.sweetwater.com/store/detail/UA844SWBP/



5501 US HWY 30 W Fort Wayne, IN 46818 (800) 222-4700 Sweetwater.com

Quote Number 10012506 **Quote Date** 8/27/24

Delivery Method Multi-Campus Delivery

Customer Number 11526437

Ship to: Jason Stevens

City of Coachella 53642 Enterprise Way Coachella, CA 92236

City of Coachella 53642 Enterprise Way Coachella, CA 92236

Quote To: Jason Stevens

Qty. Item

Description

Retail Price

Your Price

Total

Item 7.

Items listed on previous page(s)

Subtotal: \$73,260.84 Shipping & Handling: \$828.92 Free Shipping Promo: -\$828.92 Tax: \$6,410.36 Total: \$79,671.20

Your Sales Engineer Is Gregg Block:

If you ever have any questions or concerns, please do not hesitate to contact me at (800) 222-4700 x3665 or gregg_block@sweetwater.com.

24-hour support is also available at Sweetwater.com/ SweetCare, or with our in-house SweetCare Center by phone at (800) 222-4700 (M - F 9am - 6pm, Sat 9am - 5pm).

Sweetwater's Return Guidelines:

It's our goal to earn your trust and create a relationship with you for the long term by standing behind what we sell. We promise to deal with you fairly and reasonably; we hope you will be fair and reasonable with us as well. So, if for some reason you are not satisfied with your purchase, we will gladly accept your timely return of eligible items.

To make a return, simply contact your Sales Engineer to start the process.

For additional information on returns, please visit Sweetwater.com/help.



STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

FROM: Jason Stevens, IT Manager

SUBJECT: Authorize the purchase of a Zoom One cloud-based VOIP phone system and

appropriate \$60,664.39 from the Unreserved General Fund for this purchase.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of a new Zoom One cloud-based phone system for the amount of \$60,664.39.

BACKGROUND:

The City of Coachella's current ShoreTel phone system was inherited when the city purchased the Corporate Yard building and location many years ago. The ShoreTel phone system is end of life with support and product availability ending. Additionally due to numerous fiber cuts inside and outside of the Coachella Valley there has been multiple times where the cities phone lines have gone down without a failover capability.

DISCUSSION/ANALYSIS:

The IT department planning for this end-of-life situation began the process of evaluating multiple Internet hosted phone systems otherwise knows as a hosted VOIP phone solution. Hosted VOIP venders 8X8, Ring central, 101voice and Zoom phone were all evaluated and compared. After a rigorous evaluation period the executive staff alongside the IT department selected Zoom One Phone as our replacement solution.

There are multiple reasons for this choice. The first and foremost is that the City of Coachella is currently utilizing Zoom Meetings and Zoom Webinars for all of our staff meetings, hybrid council meetings and commission meetings. The performance and reliability of Zoom's services has been stellar. Additionally Zoom offers many additional collaboration and unified communication services under their Zoom One umbrella that other competitors do not offer. Most other hosted VOIP vendors only offer phone service whereas Zoom One offers over 30 additional possible services and applications. Currently the city has licensed around 25 users for Zoom Meetings. This upgrade will extend Zoom Meetings to all users without additional

charges.

With a hosted VOIP phone solution, the city will have a greater level of reliability where if one of our Internet providers go down, our phone capabilities will remain operational. The City of Coachella currently has 4 different independent Internet connections with failover capability. In the event of a fiber cut such as what occurred during cyclone Hillary, our EOC and important phone services will continue to remain available.

The contract for services is a three-year term with payment occurring on an annual basis for phone, meetings and unified communication services. The purchase of the new digital VOIP phones is a onetime purchase. The previous ShoreTel phones are not compatible nor supported by Zoom phone. The city will be contracting with our current phone system vendor Matrix Networks for assistance with migration and training for this project.

ALTERNATIVES:

- 1. Submit this item for the next budget cycle
- 2. Not authorize this purchase at this time

FISCAL IMPACT:

With this action, City Council authorizes the appropriation of 60,664.39 from the Unreserved General Fund to account 101-11-161-90-611-000 for 18,600 (Poly Edge Phones), account 101-11-161-90-530-000 for 33,232.74 (Zoon One Service), and account 101-11-161-90-334-000 for 8,831.62 (Matrix Migration Support) for the completion of this project.

ZOOM PRICE QUOTATION

ZOOM TEAM at CARAHSOFT

WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM

Item 8.

carahsoft.

TO: Mark Walwick

IT Manager City of Coachella 53990 Enterprise Way Coachella, CA 92236 USA FROM: Lynn Said

Zoom Team at Carahsoft 11493 Sunset Hills Road

Suite 100 Reston, VA 20190

EMAIL:

mwalwick@coachella.org

EMAIL:

Lynn.Said@carahsoft.com

PHONE:

(760) 398-3502

PHONE:

(571) 662-3411

FAX: (703) 871-8505

50451744

10/03/2024

11/02/2024

TERMS:

FTIN: 52-2189693

Shipping Point: FOB Destination Remit To: Same as Above

Payment Terms: Net 30 (On Approved Credit)

Cage Code: 1P3C5 DUNS No: 088365767 UEI: DT8KJHZXVJH5

SHIPPING:

Credit Cards: VISA/MasterCard/AMEX Sales Tax May Apply

TOTAL PRICE: TOTAL QUOTE:

QUOTE NO:

RFQ NO:

QUOTE DATE:

QUOTE EXPIRES:

ESD

\$99,698.22 \$99,698.22

INE NO	D. PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					The state of the s
1	Z1-BIZP-USCA-50-1YP-2	Zoom One Business Plus with Phone Number and US/Canada Regional Unlimited Calling Plan Annual Tier 1 (50-249 Users) Zoom Video Communications, Inc PAR1-BIZ-BASE-NH1Y		\$246.91	OM	120	\$29,629.20
2	ZP-PAYG-USG-2	Zoom Phone Pay As You Go Usage Zoom Video Communications, Inc ZP-PAYG-USG	***************************************	\$0.00	OM	1	\$0.00
3	PAR1-WEB-500-FL1Y-2	Video Webinar 500 - Annually Zoom Video Communications, Inc PAR1-WEB-500-FL1Y		\$517.50	OM	5	\$2,587.50
4	USF FEE	USF FEE Zoom Video Communications, Inc.		\$1,016.04	OM	1	\$1,016.04
		YEAR 1 SUBTOTAL:	····				\$33,232.74
		YEAR 2					
5	Z1-BIZP-USCA-50-1YP-2	Zoom One Business Plus with Phone Number and US/Canada Regional Unlimited Calling Plan Annual Tier 1 (50-249 Users) Zoom Video Communications, Inc Z1-BIZP-USCA-50-1YP		\$246.91	OM	120	\$29,629.20
6	ZP-PAYG-USG-2	Zoom Phone Pay As You Go Usage Zoom Video Communications, Inc ZP-PAYG-USG		\$0.00	OM	1	\$0.00
7	PAR1-WEB-500-FL1Y-2	Video Webinar 500 - Annually Zoom Video Communications, Inc PAR1-WEB-500-FL1Y		\$517.50	OM	5	\$2,587.50
8	USF FEE	USF FEE Zoom Video Communications, Inc.		\$1,016.04	OM	1	\$1,016.04
		YEAR 2 SUBTOTAL:					\$33,232.74

QUOTE DATE:

10/03/2024 50451744

OUOTE NO:

ZOOM PRICE QUOTATION

ZOOM TEAM at CARAHSOFT

Item 8.

carahsoft.

CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM

WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 3					
9 2	Z1-BIZP-USCA-50-1YP-2	Zoom One Business Plus with Phone Num US/Canada Regional Unlimited Calling Pla (50-249 Users) Zoom Video Communications, Inc Z1-BI 1YP	an Annual Tier 1	\$246.91	OM	120	\$29,629.20
10 2	ZP-PAYG-USG-2	Zoom Phone Pay As You Go Usage Zoom Video Communications, Inc ZP-Pa	AYG-USG	\$0.00	OM	1	\$0.00
11 I	PAR1-WEB-500-FL1Y-2	Video Webinar 500 - Annually Zoom Video Communications, Inc PAR1	-WEB-500-FL1Y	\$517.50	OM	5	\$2,587.50
12 (USF FEE	USF FEE Zoom Video Communications, Inc.		\$1,016.04	ОМ	1	\$1,016.04
		YEAR 3 SUBTOTAL:					\$33,232.74
		SUBTOTAL:					\$99,698.22
			TOTAL PRICE:				\$99,698.22
			TOTAL QUOTE:				\$99,698.22

OUOTE NO:

10/03/2024

QUOTE DATE:

50451744





We have prepared a quote for you

Concierge Services for Zoom Phone Migration

Quote # 009017 Version 1

Prepared for:

City of Coachella

Jason Stevens jstevens@coachella.org



Friday, October 04, 2024

City of Coachella Jason Stevens 1515 6th St Coachella, CA 92236 jstevens@coachella.org

Jason,

Matrix Networks appreciates the opportunity to prepare the following solution proposal for City of Coachella. We understand the critical role technology plays in the operation, growth, and success of your organization. Matrix Networks is prepared to leverage over 35 years of experience to ensure the solution you have chosen is designed intelligently, deployed successfully, and supported for years to come.

Since its inception, Matrix Networks has built a team of professional technology specialists and account managers dedicated to the highest levels of customer support. We look forward to providing City of Coachella with the same care and sincerely appreciate the opportunity to make a difference in your organization.

Sincerely,

Smil

Stephanie Rahman Client Success Specialist

Matrix Networks



About Matrix Networks

Since 1984, Matrix Networks has been focused on delivering industry leading technology solutions. With almost four decades of experience, Matrix has developed a proven method for selecting, deploying & supporting the business technology solutions our clients depend on. Our close-knit team is passionate about problem solving & delivering solutions that simplify IT management and help our clients maximize their investment. With an unparalleled "Network-first" approach to every solution we deploy, Matrix Networks is in the business of **Perfecting Connections** - our success is yours!









Why Matrix Networks Concierge

Network Infrastructure

At Matrix Networks we have a proven track record of 35 years deploying, training, and maintaining best of breed phone systems. Project Management and planning is critical to a successful cloud phone implementation.

Dedicated Project Manager

A trusted and experienced partner from planning, to roll-out, to post installation support. Our Project Managers are trained by the manufacturers on their products and use our unique process to ensure a successful roll-out. Project managers provided by the manufacturer are often over-worked, unavailable, and lack on-site resources to ensure success. We fill the gap between the virtual world they live in and the physical one the rest of us deal with every day.

Connectivity Expertise

Matrix Networks leverages over 35 years of experience evolving with telephony to build network infrastructure designed to handle the unique needs of cloud telephony. Not all data is created equal; it is important you have packet prioritization in place to ensure that voice is being prioritized.



Concierge Deployment

Description		Price	Qty	Ext. Price
76207	Matrix Networks Concierge Base Package Matrix Networks Concierge Deployment Services	\$3,449.00	1	\$3,449.00
76212	Programming per User (for Full Concierge) Per User cost for User Programming, Call Flow Configuration and Testing (for Full Concierge)	\$55.00	120	\$6,600.00
62001	Credit for Unused Mitel Partner Support Credit for Unused Mitel Partner Support	(\$2,037.50)	1	(\$2,037.50)



Concierge Deployment

Description Price Qty Ext. Price

Base Concierge package includes all of the following:

- 1. Dedicated Matrix Networks Project Manager and Network Engineer
- 2. Weekly PM Meeting
- 3. User Import and Call Flow Design
- 4. Configure and Test Core Switch or Firewall
- 5. Carrier Provisioning/Porting (1 port included)
- 6. Basic Remote First Day Live Support
- 7. Network Hardware Review Prior to Install
- 8. Remote Go Live Phone Test
- 9. Remote Admin Training
- 10. Salesperson onsite for First Day Live (subject to availability and location)
- 11. One Week of Post-Install Phone Support by Dedicated PM/Tech before Transitioning to Support

Important: Please note that full User and Call Flow Programming (with Guided Training from your Matrix PM) is the responsibility of the customer unless an upgrade from Guided Concierge to Full Concierge is purchased. See Concierge Implementation Agreement for additional information and full scope of work. Concierge Implementation Agreement is required with this proposal and authorized separately from this proposal.







Subtotal: **\$8,011.50**



Optional Add On Concierge Services

Description		Price	Qty	Ext. Price		
Select Add-On Concierge services to enhance the implementation experience. Adjust quantities as described and click "Update Options" below to refresh the total amounts.						
76118	Extra Weeks of Post Install Phone Support - dedicated access to Matrix Networks Pro-Techs for unlimited phone support for 2 weeks post install. (**note: standard Concierge comes with 1 week of unlimited phone support. Increase quantity to the number of we	\$275.50	1	\$275.50		
76202	Remote Classroom Training - Matrix Networks' PM will provide in-depth remote training for your end users. (**note: increase quantity to the number of end users you would like trained)	\$15.30	25	\$382.50		
76215	Additional Ports (per Port) / International Porting (per #) Additional Phone Number Ports (per Port) / International Porting (per Phone Number) Concierge Base Package includes 1 port	\$162.15	1	\$162.15		

Subtotal: **\$820.15**

Hardware Add-On Order

Description		Price	Qty	Ext. Price
Equipment will ship to customer to be programmed and installed by customer. Sales tax to be included in the invoice.				
82M88AA	Polycom Edge E320 IP Desk Phone	\$155.00	120	\$18,600.00
	Polycom Edge E320 IP Desk Phone			

Subtotal: **\$18,600.00**



Concierge Services for Zoom Phone Migration



Prepared by:

Matrix Networks

Stephanie Rahman
503-513-9140
Fax 503-513-9201
stephanier@mtrx.com

Prepared for:

City of Coachella 1515 6th St Coachella, CA 92236 Jason Stevens (760) 398-3502 jstevens@coachella.org

Quote Information:

Quote #: 009017

Version: 1

Delivery Date: 10/04/2024 Expiration Date: 10/28/2024

Quote Summary

Description	Amount
Concierge Deployment	\$8,011.50
Optional Add On Concierge Services	\$820.15
Hardware Add-On Order	\$18,600.00

Total: **\$27,431.65**

Payment Options

Description	Payments	Interval	Amount
Funding Options			
Payment in Full Prior to Scheduling Project Kickoff	1	One-Time	\$27,431.65

The terms and conditions set forth herein govern clients ordering and use of Services and Equipment provided by Matrix Networks. For complete T&C visit here: www.mtrx.com/terms and select the appropriate T&C to review. Please Note: Final billing amount may change due to applicable sales tax.

Matrix Networks	City	of	Coachella
TIGUIX NECEVOTICS	City	Oi	Coacrici

Signature:	Soll	Signature:		
Name:	Stephanie Rahman	Name:	Jason Stevens	
Title:	Client Success Specialist	Date:		

Date:

10/04/2024



STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

From: Gabriel Perez, Development Services Director

SUBJECT: Appoint a Councilmember to the Coachella Rail Station Feasibility Study

Advisory Committee

STAFF RECOMMENDATION

Staff recommends that the City Council appoint a Councilmember as an advisory committee member.

BACKGROUND:

The City of Coachella and RCTC submitted a joint application to Southern California Association of Governments' (SCAG) Regional Early Action Planning 2.0 (REAP 2.0) program for the Rail Station Feasibility Study and Integrated Land Use and Transit Network. The project includes conducting a transit station feasibility study and visioning plan to support the proposed Coachella Valley – San Gorgonio Pass Rail Corridor Service Tier II environmental work that would be undertaken by RCTC. On June 13, 2023, SCAG awarded the City of Coachella and RCTC \$2,005,000 for the Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network REAP Application.

Coachella rail station feasibility planning efforts commenced in September of 2024 with RCTC and the consultant team led by HDR and subconsultant partners consisting of Sargent Town planning, Inc., Lisa Wise Consulting, Inc, AMMA Transit Planning, and Michael Baker International. The scope of the study includes site selection for a passenger rail station, land use and transportation planning for the selected site, and an economic analysis.

Advisory Committee

In order to plan this effort to help guide planning and community outreach the advisory committee be established to meet quarterly with the following recommended and invited members:

- Councilmember Appointed
- Reyes Lopez, Inland Congregations United for Change
- Luz Gallegos, TODEC
- Silvia Paz, Alianza

Page 141

- Representative, Cabazon Band of Mission Indians
- Representative, Coachella Valley Water District (CVWD)
- Walter Watcher, Sunline Transit Agency
- Mark Lancaster, Coachella Valley Association of Governments (CVAG)
- John Powell, Peter Rabbit Farms
- Anthony Bianco, Anthony Vineyards
- Representative, Coachella Valley Housing Coalition (CVHC)
- Dulce Lucero, Coachella resident member
- Agustin Arreola, Coachella resident member
- 2 residents of Unincorporated Riverside County
- Representative of Loma Linda University or UCR Health
- City staff

Meetings will be held virtually and the first meeting will be held Thursday, October 24, 2024 at 5 p.m. and quarterly until the rail station study efforts conclude in the Fall of 2025.

ALTERNATIVES:

- 1) Appoint a Councilmember to serve on the committee.
- 2) Do not appoint a Councilmember to serve on the committee.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1.

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STAFF REPORT 10/23/2024

To: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 to

pre-zone 51 parcels currently in unincorporated Riverside County "Pocket 7" to City of Coachella zoning designations of Residential Estate (R-E) and General

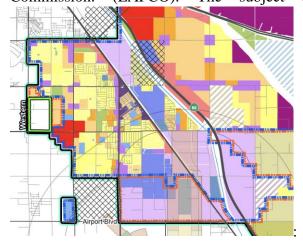
Commercial (C-G); Applicant: City of Coachella.

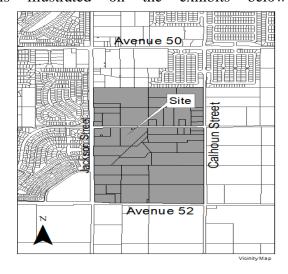
STAFF RECOMMENDATION

Staff recommends that the City Council open the public hearing and introduce Ordinance No. 1216 for first reading, approving Change of Zone No. 24-07 for the pre-zoning of 51 assessor parcels to City of Coachella zoning designations of Residential Estate (R-E) and General Commercial (C-G) located in the area generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south.

EXECUTIVE SUMMARY:

The City of Coachella has initiated the above referenced change of zone in conjunction with the proposed annexation to the City of Coachella of the Pocket 7 area. The pre-zoning of the parcels is a pre-cursor to the submittal of the annexation request to the Riverside Local Agency Formation Commission. (LAFCO). The subject area is illustrated on the exhibits below





Page 143

The area consists of a combination of vacant properties, agricultural uses and single-family homes on large lots. A commercial use, Forest Lawn-Coachella, is located at the NE corner of Avenue 52 and Jackson Street. The area also includes the Old Polo Estate event facility and the Rancho 51 Date Garden. The project area also includes three parcels that are in Agricultural Preserves as shown on the exhibit below. The City of Indio is located adjacent to the subject area, west of Jackson Street. An aerial photograph of the subject area is shown below.

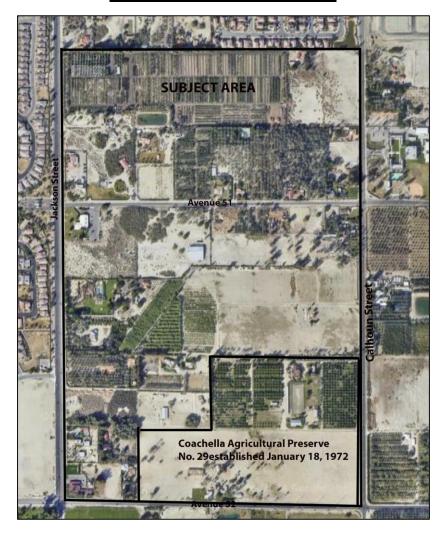


Figure 1: Aerial of Pocket 7 Area

BACKGROUND:

The above referenced area was added to the City's General Plan Planning area in 2023 through a General Plan Amendment. The majority of the planning area was designated Estate Rancho while a small area at the Northeast corner of Avenue 52 and Jackson (Forest Lawn-Coachella) was designated Suburban Retail District as shown on the exhibit below.

Page 144 2

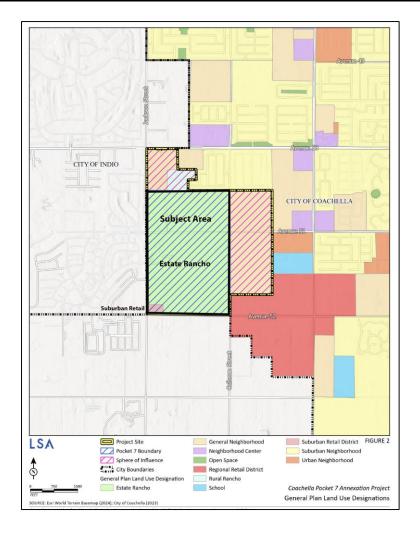


Figure 2: General Plan Land Use Designations and Sphere of Influence

The pre-zoning of the subject area to Residential Estate (R-E) and General Commercial (C-G) will implement the Estate Rancho and Suburban Retail District General Plan designations within the City zoning code.

Discussion/Analysis

Surrounding land uses and zoning designations are as follows:

North: North of the subject area includes existing residential and agricultural lands with City General Plan designations of General Neighborhood and Rural Residential with corresponding zoning. The Coachella Valley Christian Church is located at the SE corner of Avenue 50 and Jackson Street.

South: South of the subject area is unincorporated Riverside County that includes primarily agricultural lands with a General Plan designation of Agriculture and zoning of A-1-10 and A-1-20. (Light Agriculture-10 acre and 20-acre minimum lot sizes as shown on the exhibit on page 5.

3

East: East of the subject area across Calhoun Street are vacant properties within the unincorporated County, however this area is included in the proposed annexation area. This area includes a City of Coachella General Plan designation and zoning of General Residential.

West: West of the subject area is the City of Indio and includes single family residential homes.

The following exhibit illustrates the entire area proposed for annexation to the City of Coachella.

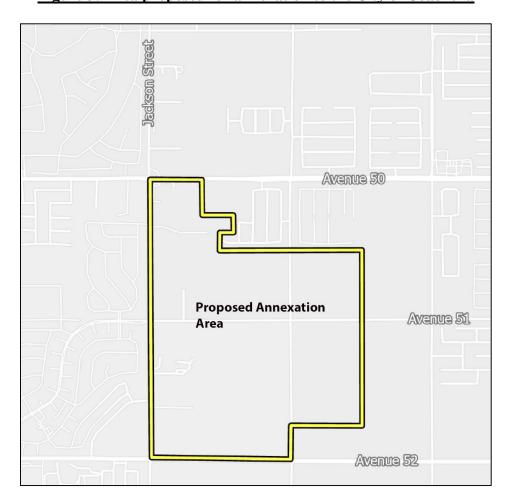


Figure 3: Area proposed for annexation to the City of Coachella

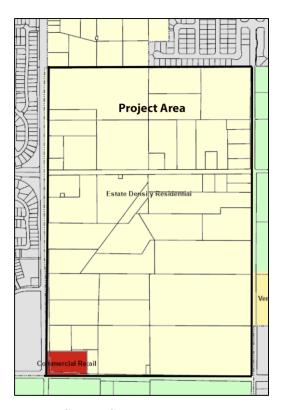
Consistency with the Riverside County and City of Coachella General Plan

The project area is within the Estate Density Residential and the Commercial Retail Riverside County General Plan land use designations. City of Coachella land use designations include Estate Rancho and the Suburban Retail General Plan land use designations. The Estate Rancho designation accommodates low intensity residential development in an estate or low-density suburban format. These areas are generally located on the outside edges of the City of Coachella and serve as a transition zone between more dense residential areas and the rural and agricultural landscape surrounding the City. The Estate Rancho land use designation is a new land use

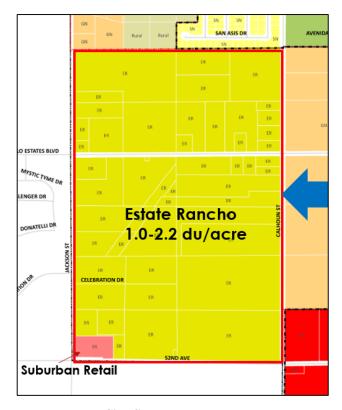
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designation that was created in 2023 to match the existing County general plan designation because there was not a direct match for this density. Recent State legislation mandates that if there is a conflict in residential density between the General Plan and zoning, the higher density shall prevail (not necessarily the General Plan). The Estate Rancho designation allows up to 2.2 du/ac (1 unit per 20,000 square feet) while the existing County General Plan designation allows 0.5 du/ac. The City Estate Rancho designation would allow a density of 1.2 to 2 du/ac.

The Suburban Retail designation at the southeast corner of Avenue 52 and Jackson Street is intended to provide a concentration of retail business "large format" retailers in a setting that accommodates the parking requirements of such businesses. Allowed land uses for the Suburban Retail designation primarily include retail and services, sometimes with commercial uses on upper floors with a density of 0.35 to 1.0 FAR. This site currently exists as Forest Lawn-Coachella.



Figures 4 and 5: County and City General Plan designations



County General Plan

City General Plan

Consistency with Zoning

The project area is currently within unincorporated Riverside County and includes zoning of A-1, Light Agriculture, A-1-20, Light Agriculture with a 20-acre minimum lot size and CPS, Scenic Highway Commercial (Figure 6).

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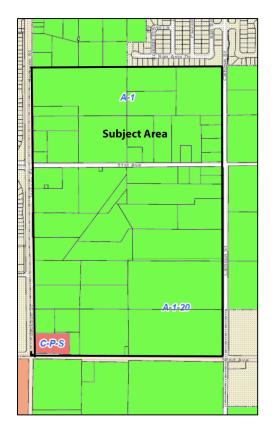


Figure 6: Riverside County Zoning for Pocket 7

The proposed Residential Estate Zoning and General Commercial zoning would be consistent with the current County of Riverside zoning.

Environmental Analysis

The City has determined that analyses of project environmental effects has been provided through use of an Addendum that was adopted as Environmental Assessment No. 23-03 by the City Council on July 2, 2023 prepared in association with a General Plan Amendment that established General Plan land uses for the subject properties and that none of the conditions set forth in Public Resources Code Section 21166 or Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent or supplemental EIR have been met. 1) There are no substantial changes to the project that would require major revisions of the certified 2015 Program EIR or the Addendum due to new significant environmental effects or a substantial increase in severity of impacts identified in the 2015 Program EIR or the Addendum; 2) Substantial changes have not occurred in the circumstances under which the project is being undertaken that will require major revisions to the certified 2015 Program EIR or the Addendum to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the 2015 Program EIR; and 3) There is no new information of substantial importance that was not known at the time the 2015 Program EIR or the Addendum was certified, indicating any of the following:

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- The project will have one or more new significant effects not discussed in the 2015 Program EIR or the Addendum.
- There are impacts determined to be significant in the 2015 Program EIR or the Addendum that would be substantially more severe; and
- There are additional mitigation measures or alternatives to the project that would substantially reduce one or more significant effects identified in the 2015 Program EIR or the Addendum; and
- There are additional mitigation measures or alternatives rejected by the project proponent that are considerably different from those analyzed in the 2015 Program EIR or the Addendum that would substantially reduce a significant impact identified in that EIR

ALTERNATIVES:

- 1) Introduce Ordinance No. 1216 for first reading, by title only, approving Change of Zone No. 24-07 to pre-zone the "Pocket 7" area consisting of 51 parcels currently in unincorporated Riverside County to City of Coachella zoning designations of Residential Estate (R-E) and General Commercial (C-G).
- 2) Deny Ordinance No. 1216.
- 3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1

Attachments:

Ordinance No. 1216 - Change of Zone No. 24-07
 Exhibit A – Change of Zone Exhibit
 Exhibit B – List of Assessor's Parcel Numbers.

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ORDINANCE NO. <u>1216</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVAL OF CHANGE OF ZONE NO. 24-07 THAT PROPOSES TO PREZONE 51 PARCELS TO RESIDENTIAL ESTATE AND GENERAL COMMERCIAL, LOCATED WEST OF CALHOUN STREET, SOUTH OF AVENUE 51, NORTH OF AVENUE 52; AND EAST OF JACKSON STREET. CITY OF COACHELLA, APPLICANT. (First Reading)

WHEREAS, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, the proposed Ordinance would pre-rezone 51 parcels located east of Jackson Street. west of Calhoun Street, south of Avenue 51 and north of Avenue 52 implement the General Plan; and

WHEREAS, the Project is permitted pursuant to the Coachella Municipal Code, for a Change of Zone; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed area is adequate in size and shape to accommodate the proposed zoning and,

WHEREAS, the City has processed said application pursuant to Title 17 of the Coachella Municipal Code, and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, it was determined that the prior EIR prepared for the 2015 General Plan Update and 2023 General Plan Addendum was sufficient and that no additional analysis is required for the proposed prezoning; and,

WHEREAS, the proposed pre-zoning as stipulated by the City is necessary to protect the public health, safety and welfare of the community.

WHEREAS, on October 2, 2024 the Planning Commission held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

WHEREAS, on October 23, 2024 the City Council held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. <u>Incorporation of Recitals</u>. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Consistency with City of Coachella General Plan. The proposed change of zone is consistent with the City of Coachella General Plan land use designations. The subject area will allow for the pre-zoning of Residential Estate (R-E) and General Commercial (G-C) development in a manner consistent with the Estate Rancho and Suburban Retail land use designations of the general plan. 2. The site is physically suitable for the proposed zoning designations. The proposed zoning will provide for land uses consistent with the Residential Estate and General Commercial zoning designations.

SECTION 3. CEQA Analysis. The City has determined that analyses of project environmental effects are best provided through use of an Addendum that was adopted as Environmental Assessment No. 23-03 by the City Council on July 2, 2023 prepared in association with a General Plan Amendment that established General Plan land uses for the subject properties and that none of the conditions set forth in Public Resources Code Section 21166 or Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent or supplemental EIR have been met. 1) There are no substantial changes to the project that would require major revisions of the certified 2015 Program EIR or the Addendum due to new significant environmental effects or a substantial increase in severity of impacts identified in the 2015 Program EIR or the Addendum; 2) Substantial changes have not occurred in the circumstances under which the project is being undertaken that will require major revisions to the certified 2015 Program EIR or the Addendum to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the 2015 Program EIR; and 3) There is no new information of substantial importance that was not known at the time the 2015 Program EIR or the Addendum was certified, indicating any of the following:

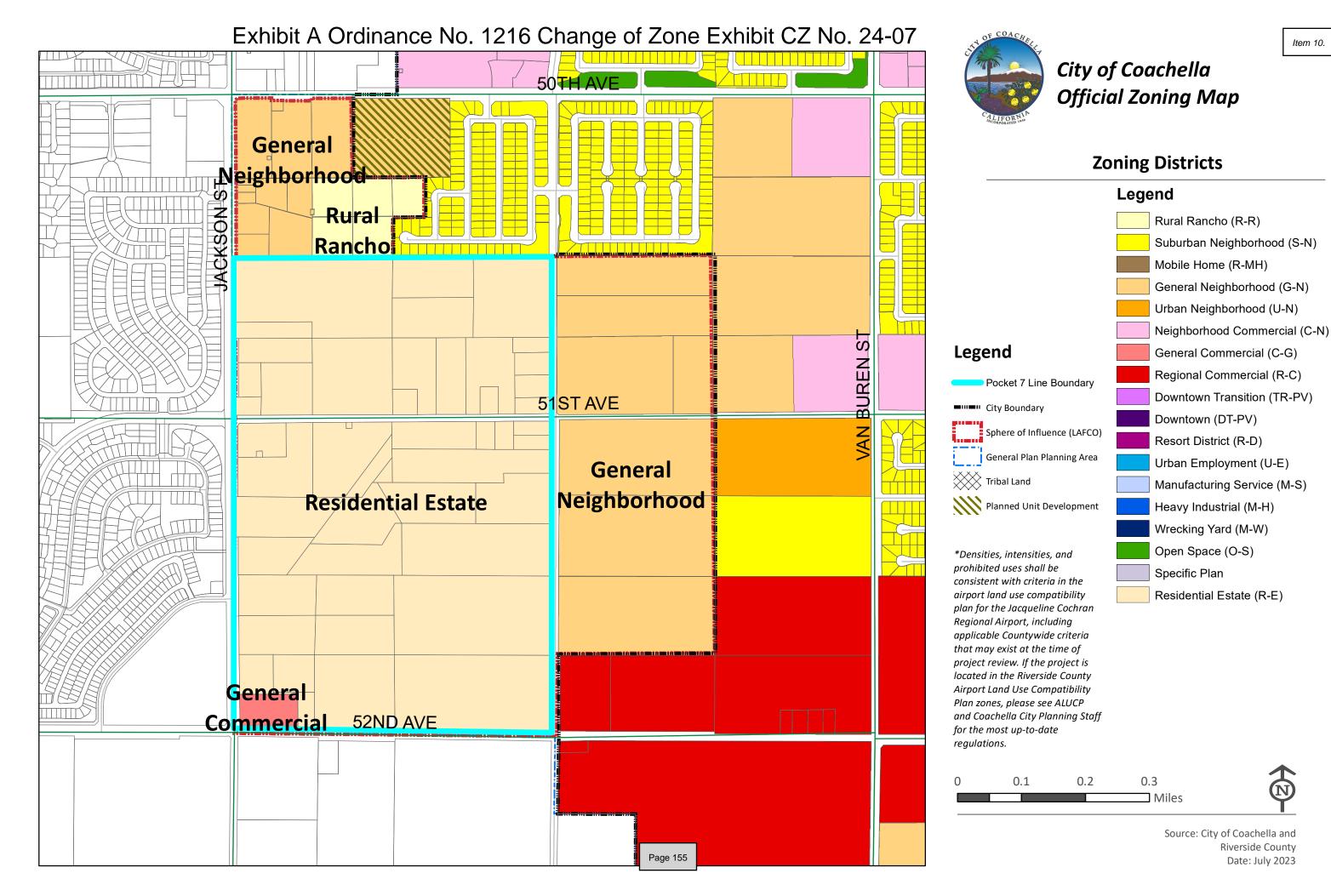
- The project will have one or more new significant effects not discussed in the 2015 Program EIR or the Addendum.
- There are impacts determined to be significant in the 2015 Program EIR or the Addendum that would be substantially more severe; and
- There are additional mitigation measures or alternatives to the project that would substantially reduce one or more significant effects identified in the 2015 Program EIR or the Addendum; and
- There are additional mitigation measures or alternatives rejected by the project proponent that are considerably different from those analyzed in the 2015 Program EIR or the Addendum that would substantially reduce a significant impact identified in that EIR

SECTION 4. Amendment to City of Coachella Zoning Map is hereby amended as identified in Change of Zone No. 24-07 Exhibit A and including parcel numbers in Exhibit B.

SECTION 5. 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 6. <u>Publication and Effective Date</u>. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED, AND ADOPTED following vote:	this of	_, 2024 by the
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
	Steven Hernandez, Mayor City of Coachella	
ATTEST:		
Angela M. Zepeda, City Clerk City of Coachella		
APPROVED AS TO FORM:		
Carlos Campos, Best Best & Krieger LLP City Attorney		



Source: City of Coachella and **Riverside County** Date: July 2023

Exhibit B - Ordinance No. 1216

Assessor Parcel Numbers:

779330003, 779330005, 779330008, 779330015, 779330018, 779330006, 779330002, 779330007, 779330012, 779330017, 779330020, 779350003, 779330004, 779330014, 779330019, 779330010, 779330013, 779330001, 779330009, 779330011, 779350001, 779350007, 779350002, 779350008, 779350011, 779330016, 779350004, 779350005, 779350006, 779350012, 779310009, 779310008, 779310013, 779310001, 779310003, 779310004, 779310012, 779310014, 779310015, 779310019, 779310006, 779310017, 779310002, 779310007, 779310016, 779310018, 779310005, 779310010, 779310011, 779350009