



AGENDA

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
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, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

February 22, 2023
5:00PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

Pursuant to Assembly Bill 361,
along with the Governor’s State of Emergency Declaration issued on March 4, 2020,
this meeting may be conducted via teleconference.

This meeting’s options will be either in-person or via Zoom:

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

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2023-08 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361).

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 85-711 Peter Rabbit Lane
Agency Negotiator: City Manager and Development Services Director
Negotiating Parties: Hidden Harvest, Inc.
Under Negotiation: Prices and Terms

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

ROLL CALL:

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

1. Proclamation for Andrea Carranza.

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

- [2.](#) Special Meeting Minutes of February 3, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- [3.](#) Meeting Minutes of February 8, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- [4.](#) Investment Report October 2022.
- [5.](#) Authorize a Community-Based Grant to Culturamas Music and Arts in the amount of \$3,000 to support its Women Rising Event.
- [6.](#) Approve a Community Based Grant to the American Outreach Foundation in the amount of \$1,000.
- [7.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of February 22, 2023, \$5,314,825.81.
- [8.](#) Approve a Community Based Grant to the Coachella Youth Baseball and Softball Association in the Amount of \$1,000.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [9.](#) Greater Coachella Valley Chamber of Commerce July 1, 2022 – January 31, 2023.
- [10.](#) Authorize City Manager to execute Change Order #1 in an amount of \$192,882.00 plus 15% contingency and authorize appropriation of \$159,383.28 from General Fund for the Bagdouma Court Improvements Project – City Project P-21, CDBG Project No. 4.CO.24-20.
- [11.](#) Consideration to fill five (5) Planning Commission Vacancies.
- [12.](#) Authorize the City Manager to execute a Professional Services Agreement with Dokken Engineering for the Grapefruit/Airport Boulevard Crossing Water Transmission Main Project in the amount of \$413,028.00.
- [13.](#) Authorize an Operating Agreement with Bound Corporation for Scooters and E-Bikes.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [14.](#) Coachella Entertainment Park (EP No. 22-01 36-Month Renewal Request - Adopt Resolution No. 2023-09 approving a renewal of Entertainment Permit No. 22-01 for the Coachella Entertainment Park outdoor entertainment venue located on a 1.24 acre site at 85-994 Grapefruit Blvd (APN# 778-030-005 and 778-180-001). Applicant: Nicolas Meza.
- [15.](#) Adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount

not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

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

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the City Council finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the City Council has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, the City Council desires that the City of Coachella, including all commissions, committees, and other Brown Act bodies shall continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council and all other commissions, committees or other Brown Act bodies of the City shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

Section 3. This Resolution does not prevent or prohibit the City Council or any commission, committee or other Brown Act body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

Section 4. The City Council shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social

distancing, but the City Council may terminate the Resolution at any time. In the event that more than 30 days pass between regular City Council meetings, the City Council shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the City Council has not terminated it, any commission, committee or other Brown Act board of the City shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 22 day of February 2023.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, after 18 years of service, Andrea Carranza has announced her retirement from the City of Coachella effective December 31, 2022.

WHEREAS, in her early years she wrote, photographed, designed and produced the City’s newsletter, prepared press releases, organized and chaired special events and

WHEREAS, she grew the daytime Christmas parade to the first ever nighttime lit parade and saw attendance grow by 10,000 and graphically redesigned the colorful Coachella City logo and

WHEREAS, her many certifications include Municipal Clerk, Master Municipal Clerk, FEMA, Local Government Archives and Records Management Administration, Computer and Graphics design and

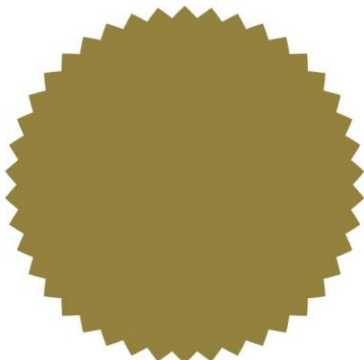
WHEREAS, she is the City’s Election Official and has conducted elections for the past 12 years and twice contributed to redesigning the City’s website and

WHEREAS, Andrea is looking forward to retirement but most importantly spoiling her grandchildren.

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

Andrea Carranza

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



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 22nd day of February 2023.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California



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

MINUTES

CITY COUNCIL SPECIAL MEETING OF THE CITY OF COACHELLA

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

February 03, 2023
4:30 PM Regular Meeting

CALL TO ORDER:

The Special Meeting of the City Council of the City of Coachella was called to order at 4:30 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Figueroa, Mayor Pro Tem Galarza, and Mayor Hernandez
Absent: Councilmember Delgado, Councilmember Virgen, City Treasurer Aviles,
City Clerk Zepeda

Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted via teleconference.

APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as presented

Made by: Councilmember Figueroa
Seconded by: Mayor Pro Tem Galarza
Approved: 3-0 by the following roll call vote

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

1. Resolution No. 2023-05 a Resolution to Continue Fully or Partially Virtual Meetings (AB 361)

2. Resolution No. 2023-04, Appointment of William Pattison as Finance Director on an Interim Basis

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Figueroa

Approved: 3-0 by the following roll call vote

AYES: Councilmember Figueroa, Mayor Pro Tem Galarza, Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Delgado, Councilmember Virgen

ADJOURNMENT:

4:33 P.M.

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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

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, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

February 08, 2023
6:00 PM Regular Meeting

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:01 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Figueroa, Councilmember Virgen, Councilmember Delgado, Mayor Pro Tem Galarza, Mayor Hernandez

Absent: City Clerk Zepeda

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2023-06 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Figueroa

Seconded by: Councilmember Virgen

Approved: 5-0, by a unanimous voice vote

APPROVAL OF AGENDA:

City Manager had no changes to the Agenda.

Motion: To approve per staff recommendation

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Galarza

Approved: 5-0, by a unanimous voice vote

PLEDGE OF ALLEGIANCE:

Pledge of Allegiance was led by City Manager Martin.

PROCLAMATIONS/PRESENTATIONS:

3. Code Enforcement Update - Commercial Shopping Centers

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

4. Meeting Minutes of January 25, 2023, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
5. Approval of Amendment Number One to the Reimbursement Agreement with the Coachella Valley Association of Governments for Avenue 48 Arts and Music Line Project Design
6. Authorization to file a Notice of Completion for City Project No. S-24, Avenue 48 and Harrison Street Sewer Improvements
7. Voucher Listing- EFT's/FY 2022-23 Expenditures as of February 8, 2023, \$3,353,914.91.
8. Authorize operation of a beer garden on Saturday, March 25, 2023 from 5pm-9pm at Veterans Memorial Park for the 2023 Coachella Mariachi Festival.
9. Authorize City Manager to execute a letter agreement with Zambelli Fireworks for a special event pyrotechnic program for the City's 2023 Fourth of July program, in the amount not to exceed \$45,000.

Motion: To approve per staff recommendation, Consent Calendar Items 4 through 9

Made by: Councilmember Figueroa

Seconded by: Mayor Hernandez

Approved: 5-0, by a unanimous voice vote

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

10. Discussion on Commission Member Appointments

PUBLIC COMMENTS (NON-AGENDA ITEMS):

Umberto Reyes invited the entire staff to participate at Career Day.

REPORTS AND REQUESTS:

Council agreed with staff to extend commission(s) application deadline to early April.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:06 p.m

*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



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: William Pattison, Interim Finance Director

SUBJECT: Investment Report – October 2022

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for October of 2022.

EXECUTIVE SUMMARY:

On June 8, 2022, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended October 31, 2022. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of October 31, 2022
Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2022
CASH ON HAND							
Wells Fargo-General Checking	N/A	7,035,171.44	(1,241,717.67)	-	-	-	5,793,453.77
Wells Fargo-Road Maintenance	N/A	1,595,700.80	(233,521.47)	-	-	-	1,362,179.33
Wells Fargo-Gas Tax	N/A	280,226.10	93,977.28	-	-	-	374,203.38
Mechanics Bank - Payroll Acct	N/A	259,999.81	(257,251.11)	-	-	-	2,748.70
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
Total Cash on Hand		9,177,098.15	(1,638,512.97)	-	-	-	7,538,585.18
INVESTMENTS							
State of California - LAIF	1.77%	17,940,295.32	-	61,048.17	-	-	18,001,343.49
Investment Management Acct	1.37%	32,700,817.83	(65,677.93)	-	-	-	32,635,139.90
Total Investments		50,641,113.15	(65,677.93)	61,048.17	-	-	50,636,483.39
CASH WITH FISCAL AGENT							
US Bank	varies	89,032.20	93,824.72	166.98	-	-	183,023.90 ①
Wells Fargo Bank, N.A.	5.83%	32.39	-	0.05	-	-	32.44 ②
Wilmington Trust, N. A.	0.03%	1,163,100.36	-	2,547.82	-	-	1,165,648.18 ③
Total Cash with Fiscal Agent		1,252,164.95	93,824.72	2,714.85	-	-	1,348,704.52
Grand Total		61,070,376.25	(1,610,366.18)	63,763.02	-	-	59,523,773.09

Completed By:

Blanca Flores, Finance Manager

Reviewed By:

William Pattison-Interim Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of October 31, 2022
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2022
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CASH WITH FISCAL AGENT

US BANK

COACHELLA FINANCING AUTHORITY

Successor Agency to the Coachella Redevelopments Agency 2014 Series

A/C #: 6712104701 Debt Service Fund	0.00%	658.87		1.20	-	-	660.07
A/C #: 6712104702 Interest Account	0.00%	-			-	-	-
A/C #: 6712104703 Principal Account	0.00%	-			-	-	-

COACHELLA SANITARY DISTRICT

WASTEWATER SERIES 2015A

A/C #: 6712148601 Bond Fund	0.00%	23.68	23.10	90.94	-	-	137.72
A/C #: 6712148602 Interest Account	0.00%	60,712.51	(60,735.61)	23.10	-	-	0.00
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-

COACHELLA SANITARY DISTRICT: PROJECT FUND 2011

A/C #: 6711963500 Project Fund 2011	0.0100%	25,387.93	-	47.67	-	-	25,435.60
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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of October 31, 2022
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2022
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COACHELLA SUCCESSOR AGENCY

MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013

A/C #: 6712071401 Interest Account	0.00%	414.14		0.75	-	-	414.89
A/C #: 6712071402 Interest Account	0.00%	-			-	-	-
A/C #: 6712071403 Principal Account	0.00%	-			-	-	-

SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B

A/C #: 6712160601 Debt Service	0.00%	1,706.88		3.11	-	-	1,709.99
A/C #: 6712160602 Interest Account	0.00%	-			-	-	-
A/C #: 6712160603 Principal Account	0.00%	-			-	-	-

COACHELLA LEASE BONDS 2016

A/C #: 6712179801 Payment Account	0.0000%	128.14	154,537.23	0.21	-	-	154,665.58
A/C #: 6712179802 Interest Account	0.0000%	0.05	-	-	-	-	0.05
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-

TOTAL US BANK OF CALIFORNIA		89,032.20	93,824.72	166.98	-	-	183,023.90
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WELLS FARGO BANK, N.A.

GAS TAX BONDS SERIES 2019

A/C #: 83925300 Debt Service Fund	0.0000%	6.47	-	0.01	-	-	6.48
A/C #: 83925301 Interest Account	0.0000%	8.30	-	0.01	-	-	8.31
A/C #: 83925302 Principal Account	0.0000%	17.62	-	0.03	-	-	17.65

TOTAL WELLS FARGO BANK, N.A.		32.39	-	0.05	-	-	32.44
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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of October 31, 2022
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2022
WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-001 Interest Account	0.03%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
<u>CITY OF COACHELLA 2022A BOND FUND</u>							
A/C #: 154278-000 Bond Fund	1.76%	2,957.75	1,911.88	10.26	-	-	4,879.89
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,160,030.25	(1,911.88)	2,537.25	-	-	1,160,655.62
<u>CITY OF COACHELLA 2022B BOND FUND</u>							
A/C #: 155657-000 Bond Fund	1.76%	112.36	-	0.31	-	-	112.67
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		1,163,100.36	-	2,547.82	-	-	1,165,648.18
TOTAL CASH WITH FISCAL AGENT		1,252,164.95	93,824.72	2,714.85	-	-	1,348,704.52

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Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 07/02/2018 2.625% 06/30/2023		9128284U1	1,250,000.00	AA+	Aaa	07/05/22	07/07/22	1,247,119.14	2.86	11,056.39	1,248,060.65	1,234,961.00
US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023		912828ZY9	1,270,000.00	AA+	Aaa	02/17/22	02/18/22	1,249,015.23	1.31	470.21	1,259,507.62	1,230,312.50
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023		912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	442.26	138,978.82	136,500.00
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023		912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	4,509.85	355,794.64	348,121.88
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023		912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	4,112.98	458,184.49	447,709.35
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023		9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	619.16	70,049.20	68,435.93
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024		912828X70	350,000.00	AA+	Aaa	06/03/19	06/05/19	351,585.94	1.90	19.34	350,483.49	336,492.17
US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024		91282CER8	1,250,000.00	AA+	Aaa	07/05/22	07/07/22	1,242,626.95	2.82	13,148.91	1,243,869.96	1,209,375.00
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024		91282CCL3	1,285,000.00	AA+	Aaa	02/17/22	02/18/22	1,248,206.84	1.59	1,427.29	1,258,934.69	1,196,455.53
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024		9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	671.28	125,677.07	119,785.15
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024		9128282U3	165,000.00	AA+	Aaa	09/03/19	09/05/19	169,299.02	1.33	529.87	166,578.51	157,136.73
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024		9128282Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	551.10	298,378.28	282,047.67
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024		912828YM6	195,000.00	AA+	Aaa	01/11/21	01/12/21	203,630.27	0.33	8.08	199,538.97	183,817.96
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	3,800.03	429,182.22	404,679.69

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	5,185.93	584,968.22	552,268.75
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	1,265,000.00	AA+	Aaa	02/17/22	02/18/22	1,244,888.48	1.69	4,215.23	1,249,736.45	1,175,659.38
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	551.09	133,334.05	122,971.88
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	584.62	1,258,454.62	1,211,962.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	237.64	550,685.60	493,603.13
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	642.26	1,393,829.86	1,334,062.50
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	101.10	454,452.73	408,393.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	2.42	336,403.47	309,312.50
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	2.83	403,603.56	362,337.50
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	331.35	205,962.53	185,685.95
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	240.08	186,987.93	167,585.93
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	442.26	348,640.83	308,710.92
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	151.63	147,418.49	140,550.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	1,691.63	272,670.41	241,134.38

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	255.88	266,313.81	237,178.13
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	450.15	468,507.48	417,257.81
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	1,250.95	1,259,643.61	1,159,537.50
US TREASURY NOTES	DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	265.47	307,109.24	272,654.67
US TREASURY NOTES	DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	539.50	616,637.78	554,104.66
US TREASURY N/B NOTES	DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	915.16	289,544.93	255,200.00
US TREASURY N/B NOTES	DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	1,025.62	300,584.75	286,000.00
US TREASURY N/B NOTES	DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	230.77	279,243.85	262,640.64
US TREASURY NOTES	DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,406.86	287,901.49	271,031.25
US TREASURY NOTES	DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	4,411.35	873,010.52	849,843.75
US TREASURY N/B NOTES	DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	15.33	998,065.10	939,510.88
US TREASURY NOTES	DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	5,007.47	997,182.33	957,960.99
Security Type Sub-Total			22,680,000.00					22,003,264.84	2.06	71,521.33	22,074,112.25	20,832,989.91
Supra-National Agency Bond / Note												
INTL BK RECON & DEVELOP NOTES	DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	163.54	149,885.73	143,209.50

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note												
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024		4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	158.33	299,859.83	277,637.10
Security Type Sub-Total			450,000.00					449,455.50	0.46	321.87	449,745.56	420,846.60
Municipal Bond / Note												
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023		13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	380.00	190,883.06	185,485.60
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024		605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	565.00	200,000.00	182,554.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024		68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	352.34	135,000.00	123,215.85
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	167.73	40,157.33	35,957.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	461.27	110,000.00	98,883.40
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025		54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	154.60	80,000.00	71,498.40
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026		646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	139.60	40,000.00	35,461.60
Security Type Sub-Total			795,000.00					799,084.70	1.06	2,220.54	796,040.39	733,056.45
Federal Agency Commercial Mortgage-Backed Security												
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024		3136AJB54	72,276.12	AA+	Aaa	12/13/19	12/18/19	75,788.30	2.14	201.53	73,388.12	71,089.79
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024		3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	112,421.88	105,839.43
Security Type Sub-Total			182,276.12					191,236.74	2.03	482.21	185,810.00	176,929.22

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	325,000.00	AA+	Aaa	01/07/19	01/09/19	327,281.50	2.58	3,277.08	325,323.52	321,203.03
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	151.91	174,889.40	170,106.30
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	215.83	279,862.01	271,692.68
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	86.08	184,949.13	178,530.92
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	1,291.35	329,879.39	324,980.37
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	69.44	249,872.14	240,217.25
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	2,547.19	191,270.44	187,274.07
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	47.22	199,513.25	181,367.40
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	40.63	259,734.84	236,322.84
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	56.25	360,934.01	327,216.24
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	637.50	199,689.42	180,982.00
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	325.69	175,106.87	157,600.10
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	418.75	225,589.73	202,628.70
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	567.64	304,668.06	274,674.46

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FREDDIE MAC NOTES	DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	192.71	184,498.44	165,442.54
FANNIE MAE NOTES	DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	134.06	194,485.66	173,714.58
FANNIE MAE NOTES	DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	288.75	418,678.83	374,154.48
FREDDIE MAC NOTES (CALLABLE)	DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	6,862.50	999,623.03	974,964.00
FREDDIE MAC NOTES	DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	112.81	284,502.88	253,157.81
FANNIE MAE NOTES	DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	447.08	184,599.20	164,242.63
Security Type Sub-Total			5,730,000.00					5,729,802.74	1.48	17,770.47	5,727,670.25	5,360,472.40
Corporate Note												
ADOBE INC CORP NOTE	DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	425.00	99,988.48	99,222.90
PFIZER INC CORP NOTES	DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	980.06	260,833.39	254,065.24
MORGAN STANLEY CORP NOTES (CALLABLE)	DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	A-	A1	04/19/21	04/22/21	25,000.00	0.73	13.20	25,000.00	24,335.95
MORGAN STANLEY CORP NOTES (CALLABLE)	DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	A-	A1	04/20/21	04/22/21	75,094.50	0.69	39.59	75,020.54	73,007.85
AMAZON.COM INC CORPORATE NOTES	DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	242.94	114,914.52	107,721.54

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024		882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	3,631.25	303,148.20	290,167.20
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024		931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	3,220.50	363,665.83	349,015.68
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024		46647PBS4	115,000.00	A-	A1	09/09/20	09/16/20	115,000.00	0.65	93.87	115,000.00	109,595.12
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024		06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	23.63	150,000.00	142,323.60
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.250% 01/10/2025		24422EVY2	190,000.00	A	A2	03/08/22	03/10/22	185,200.60	2.17	732.29	186,292.85	175,680.08
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	1,125.75	197,176.68	182,336.54
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	234.00	60,283.92	55,958.28
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	351.00	90,425.88	83,937.42
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,104.20	299,939.54	275,939.46
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	367.50	244,682.25	235,521.44
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	245.25	50,000.00	46,115.50

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	269.78	55,072.94	50,727.05
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	2,235.94	144,107.43	128,613.83
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	394.83	115,000.00	105,913.51
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	87.47	50,000.00	45,619.75
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	252.00	71,505.25	63,774.86
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026		06051GKM0	220,000.00	A-	A2	03/17/22	03/22/22	220,000.00	3.38	599.72	220,000.00	206,787.46
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	143.54	24,964.07	22,310.08
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	717.71	124,935.29	111,550.37
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,081.94	200,544.51	175,914.80
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	1,622.92	281,237.42	263,872.20
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027		46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	102.57	236,455.78	222,901.38

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		4,177,000.00					4,186,694.38	1.99	20,338.45	4,160,194.77	3,902,929.09
Certificate of Deposit											
BARCLAYS BANK PLC NY CERT DEPOS DTD 02/03/2022 1.050% 02/01/2023	06742TG34	250,000.00	A-1	P-1	02/02/22	02/03/22	250,000.00	1.05	1,976.04	250,000.00	247,297.45
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A-1	P-1	03/19/21	03/23/21	155,000.00	0.59	581.72	155,000.00	152,469.47
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	49.38	325,000.00	324,994.93
Security Type Sub-Total		730,000.00					730,000.00	2.92	2,607.14	730,000.00	724,761.85
Asset-Backed Security											
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	1,607.76	NR	Aaa	05/21/19	05/28/19	1,607.40	2.51	1.79	1,607.68	1,606.87
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	33,432.98	NR	Aaa	02/19/20	02/26/20	33,426.43	1.61	14.95	33,430.66	33,066.67
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	39,409.08	AAA	Aaa	02/04/20	02/12/20	39,406.23	1.66	29.08	39,408.05	39,113.45
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	40,265.88	AAA	NR	01/14/20	01/22/20	40,257.98	1.89	33.82	40,262.46	39,676.89
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	44,561.44	NR	Aaa	02/17/21	02/24/21	44,560.62	0.27	3.34	44,560.95	43,181.20
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,996.90	43,302.20
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	24,986.50	AAA	NR	01/20/21	01/27/21	24,981.56	0.34	3.78	24,983.34	24,027.35
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	AAA	Aaa	09/21/21	09/27/21	69,994.42	0.43	13.38	69,995.84	66,001.92
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,990.43	62,198.42

Managed Account Detail of Securities Held

For the Month Ending **October 31, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	AAA	NR	11/09/21	11/17/21	34,992.19	0.75	11.51	34,993.85	32,900.87
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,990.82	50,752.30
Security Type Sub-Total		454,263.64					454,196.31	0.80	148.45	454,220.98	435,828.14
Managed Account Sub-Total		35,198,539.76					34,543,735.21	1.92	115,410.46	34,577,794.20	32,587,813.66
Securities Sub-Total		\$35,198,539.76					\$34,543,735.21	1.92%	\$115,410.46	\$34,577,794.20	\$32,587,813.66
Accrued Interest											\$115,410.46
Total Investments											\$32,703,224.12

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2022**

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	10/27/22	10/31/22	TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	(325,000.00)	0.00	(325,000.00)			

Transaction Type Sub-Total **325,000.00** **(325,000.00)** **0.00** **(325,000.00)**

INTEREST											
	10/01/22	10/01/22	CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	0.00	2,280.00	2,280.00			
	10/01/22	10/25/22	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
	10/01/22	10/25/22	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	73,392.38	0.00	205.46	205.46			
	10/02/22	10/02/22	BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	0.00	3,929.20	3,929.20			
	10/03/22	10/03/22	MONEY MARKET FUND	MONEY0002	0.00	0.00	901.48	901.48			
	10/05/22	10/05/22	MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	100,000.00	0.00	365.50	365.50			
	10/13/22	10/13/22	AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	245,000.00	0.00	3,675.00	3,675.00			
	10/14/22	10/14/22	FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	0.00	500.00	500.00			
	10/15/22	10/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	44,539.11	0.00	70.15	70.15			
	10/15/22	10/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	0.00	28.17	28.17			
	10/15/22	10/15/22	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0.00	25.08	25.08			
	10/15/22	10/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	4,864.34	0.00	10.13	10.13			
	10/15/22	10/15/22	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	26,498.59	0.00	7.51	7.51			

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2022**

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	10/15/22	10/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
	10/15/22	10/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
	10/15/22	10/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	0.00	21.58	21.58			
	10/15/22	10/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	45,974.72	0.00	63.60	63.60			
	10/21/22	10/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	38,190.19	0.00	51.24	51.24			
	10/21/22	10/21/22	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	47,942.24	0.00	10.79	10.79			
	10/22/22	10/22/22	FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	620,000.00	0.00	1,937.50	1,937.50			
	10/22/22	10/22/22	JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	0.00	2,051.40	2,051.40			
	10/24/22	10/24/22	BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	0.00	607.50	607.50			
	10/31/22	10/31/22	US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	760,000.00	0.00	950.00	950.00			
	10/31/22	10/31/22	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	195,000.00	0.00	1,462.50	1,462.50			
	10/31/22	10/31/22	US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	350,000.00	0.00	3,500.00	3,500.00			
	10/31/22	10/31/22	US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	0.00	2,775.00	2,775.00			
Transaction Type Sub-Total					5,061,401.57	0.00	25,750.30	25,750.30			

PAYDOWNS											
	10/01/22	10/25/22	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	1,116.26	1,116.26	0.00	1,116.26	(54.24)	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2022**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)										
Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
10/15/22	10/15/22	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	1,512.09	1,512.09	0.00	1,512.09	0.30	0.00	
10/15/22	10/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	3,256.58	3,256.58	0.00	3,256.58	0.74	0.00	
10/15/22	10/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	4,273.23	4,273.23	0.00	4,273.23	0.84	0.00	
10/15/22	10/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	6,565.64	6,565.64	0.00	6,565.64	0.47	0.00	
10/21/22	10/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	4,757.21	4,757.21	0.00	4,757.21	0.93	0.00	
10/21/22	10/21/22	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	3,380.80	3,380.80	0.00	3,380.80	0.06	0.00	
Transaction Type Sub-Total				24,861.81	24,861.81	0.00	24,861.81	(50.90)	0.00	
SELL										
10/27/22	10/31/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	255,000.00	248,900.40	281.56	249,181.96	(5,332.05)	(5,957.31)	FIFO
Transaction Type Sub-Total				255,000.00	248,900.40	281.56	249,181.96	(5,332.05)	(5,957.31)	
Managed Account Sub-Total					(51,237.79)	26,031.86	(25,205.93)	(5,382.95)	(5,957.31)	
Total Security Transactions					(\$51,237.79)	\$26,031.86	(\$25,205.93)	(\$5,382.95)	(\$5,957.31)	



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle: **Date:** 02/13/2023

July 1, 2022 - June 30, 2023

2. Total Amount Requested: \$ 3,000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Women Rising Event

4. Agency/Organization:
Culturas Music and Arts

5. Mailing Address:
85092 Damascus Avenue
City: Coachella, CA **Zip:** 92236

6. Telephone:
(760) 673-8295

Fax:

7. Official Contact Person:

Name: Oralia Ortiz

Title: Director

Telephone: (760) 673-8295

Fax:

E-mail: yayaortiz101@gmail.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
12 years

10. Has the organization previously received funding from the City of Coachella?
 Yes No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

Funding for Synergy Festival FY 21-22

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

Event is a one-day event on March 25, 2023

13. Describe briefly how the requested funds will be used.

Funds will be used to offset expenses associated with putting on the event (see budget)

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

N/A

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

N/A

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

This event is open to everyone, including residents of Coachella

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

This event serves all people regardless of demographic

18. Attach a proposed budget for requested funds.

Authorized Official: Oralia Ortiz

Title: Director

Signature: Oralia Ortiz

Date: 02/13/2023



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
 P.O. Box 2508
 Cincinnati, OH 45201

CULTURAS MUSIC & ARTS
 C/O KEILA CUPIL
 85092 DAMASCUS AVE
 COACHELLA, CA 92236

Date:
03/20/2022

Employer ID number:
85-3845819

Person to contact:
 Name: Gary McCorkle
 ID number: 32231
 Telephone: 877-829-5500

Accounting period ending:
December 31

Public charity status:
170(b)(1)(A)(vi)

Form 990 / 990-EZ / 990-N required:
Yes

Effective date of exemption:
August 26, 2020

Contribution deductibility:
Yes

Addendum applies:
No

DLN:
26053587008411

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
 Director, Exempt Organizations
 Rulings and Agreements

Women Rising Budget

March 25, 2023

Coachella Branch Library

Food & drinks.....	\$700.00
Artists Stipends.....	\$800.00
Programs & Fliers.....	\$200.00
T-shirts.....	\$400.00
Certificates.....	\$300.00
Art supplies.....	\$75.00
DJ & Sound.....	\$525.00
Total.....	\$3000.00

Culturas Music-Arts

Tenth Annual Women Rising

Email: culturascoachellavalley@gmail.com Phone: 760-984-2365

Mail: 85092 Damascus Ave Coachella, CA 92236



January 18, 2023

Culturas Music-Arts is a grassroots community based nonprofit organization that brings free or low-cost art and music venues to the local community. Our tax ID is # 85-3845819.

We are currently in the planning stages for our 10th Annual Women Risings event on March 25, 2023 at the Coachella Branch Library The venue celebrates local women's achievements in politics, social justice, business, the arts, etc.

Each year we nominate “Woman Warrior of the Year” for her work in social justice, the arts, and contribution for the betterment of all communities and individuals.

Women Rising includes dynamic local music performers, speakers, art displays, vendors, and more.

Women are in the forefront of changing their communities and the world. We deserve to be acknowledged and awarded for our accomplishments.

Like all great events, it takes lots of planning and monetary assistance. We are asking for monetary donations to cover the cost for our events. Your donations will assist 6 female artists stipends for their art installations, brochures, and city fees. You will be recognized as a sponsor or donor at the event on our Social Media and on the day of Women Rising.

Please assist us in bringing and supporting community base events. Mail checks to 85092 Damascus Ave Coachella, CA 92236 or contact Keila Cupil at 760-673-8295.

Thank you for your time and consideration.



Women Rising Committee

“Here’s to strong Women, may we know them, may we raise them, may we be them”



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community-Based Grant to Culturas Music and Arts in the Amount of \$3,000 to Support its Women Rising Event

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) Culturas Music and Arts in the amount of \$3,000.00 to help offset expenses associated with holding their upcoming special event titled, *Women Rising* on March 25, 2023.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 22-23 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Culturas Music and Arts is a nonprofit organization based in the city of Coachella dedicated to art, culture and music. Culturas Music and Arts is requesting sponsorship support to help offset expenses associated with their special event titled, *Women Rising* on March 25, 2023.

ALTERNATIVES:

1. Authorize the sponsorship request
2. Not authorize the sponsorship request

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by \$3,000 leaving a balance of \$8,000.00.

ATTACHMENT(S):

CBG Application Packet



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle: **Date:** 02/06/2023

July 1, 20 22 - June 30, 20 23

2. Total Amount Requested: \$ 1000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

American Outreach Foundation "Donate A Powerchair - Need A Powerchiar?"

4. Agency/Organization:
American Outreach Foundation

5. Mailing Address:
PO Box 2702
City: Rancho Zip: 92270

6. Telephone: (760) 674-4861

Fax:

7. Official Contact Person:

Name: Oscar Llort

Title: President

Telephone: (760) 832-1871

Fax:

E-mail: americanoutreachfoundation@yahoo.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
We are a 501(c)3 Non-Profit serving the Coachella Valley since 2007.

10. Has the organization previously received funding from the City of Coachella?
 Yes No
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

2018/2022, \$3,000 received for Donate/Need A Powerchair Program

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

This program has an immediate and ongoing need, with the funds you provide being utilized to cover associated costs with providing power wheel-chairs & scooters to Veterans and low-

13. Describe briefly how the requested funds will be used.

The funds requested will be used to offset related costs of service for recipients from the City of Coachella which include but are not limited to, collection, refurbishing & repair of electric wheelchairs, delivery and maintenance of a power wheelchairs.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

Yes, additional funding needs are ongoing. Through our program, we deliver all year around chairs throughout the Coachella Valley, including recipients in the City of Coachella. Similarly, we also provide ongoing numbers of maintenance calls to fix and/or refurbishing.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

With over 15 years of serving the cities of the Coachella Valley, our goal is to continue serving Veterans, low-income seniors and the under-insured with mobility issues. AOF applies to grants on a recurring basis from various organizations. We continue to brand AOF

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

Funds received will be used to help residents/recipients in the City of Coachella. Our efforts are concentrated throughout the Coachella Valley, with an emphasis on disadvantaged communities. We also provide power chairs & electric scooters free of charge to anyone who

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

AOF helps veterans, children, low-income seniors and the under-insured who do not have the financial means, or sufficient insurance coverage and where everyone suffering from any kind of impairment qualifies for our assistance, regardless of age, race, gender.

18. Attach a proposed budget for requested funds.

Authorized Official: Oscar Llort

Title: President

Signature: Oscar Llort

Date: February 6, 2023

Digitally signed by Oscar Llort
DN: cn=Oscar Llort, o=American
Outreach Foundation, ou,
email=AmericanOutreachFoundatio
n@yahoo.com, c=US
Date: 2023.02.05 15:09:38 -08'00'

18. Attach a proposed budget for requested funds.

A grant of \$1,000 will help bring assistance to recipients specifically from the City of Coachella and bringing relief not just to the recipients, but also their caregivers and families.

The funds you provide will be used in part to cover the cost of pickup/delivery of powerchairs, refurbishing materials, batteries and other miscellaneous program costs.

Description	Program Costs
Cost of Batteries	\$800
Pick up & delivery costs	\$550
Estimated refurbishing costs	\$250
Incurred administrative costs	\$150
Total Program Budget	\$1750.00



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

Item 6.

In reply refer to: 0248153327
Dec. 04, 2014 LTR 4168C 0
26-0427467 000000 00

00037413

BODC: TE

AMERICAN OUTREACH FOUNDATION
% OSCAR LLORT
68340 RISUENO RD STE B
CATHEDRAL CTY CA 92234



039329

Employer Identification Number: 26-0427467
Person to Contact: Ms. Espelage
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 20, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

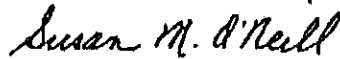
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248153327
Dec. 04, 2014 LTR 4168C 0
26-0427467 000000 00
00037414

AMERICAN OUTREACH FOUNDATION
% OSCAR LLORT
68340 RISUENO RD STE B
CATHEDRAL CTY CA 92234

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant to the American Outreach Foundation in the amount of \$1,000.00 to help pay for electric wheelchairs for veterans, children and other low-income persons in the City of Coachella.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 22-23 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The American Outreach Foundation has been serving the Coachella Valley since 2007, by providing high-financial need persons such as veterans, seniors, children, and other low-income persons with electric wheelchairs and scooters. The American Outreach Foundation makes mobility possible for persons who do not have the financial means to afford them, or who do not have insurance, or lack the health insurance coverage to pay for this type of assistance. Grant funds will help off-set the costs associated with purchasing, collecting, refurbishing, delivery and maintenance of electric wheelchairs or scooters.

ALTERNATIVES:

1. Approve a Community Based Grant to the American Outreach Foundation n the Amount of \$1,000
2. Not Authorize a Community Based Grant at this time

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving a balance of \$7,000.

ATTACHMENTS:

CBG Application Packet

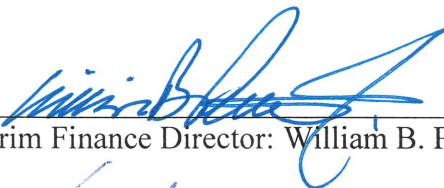
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115729	2/22/2023	54956	COACHELLA RETAIL REALTY Ref000232407	2/2/2023	UB Refund Cst #00055196	618.10	618.10
115730	2/22/2023	54982	EMERY LANDCLEARING & GRRef000232408	2/2/2023	UB Refund Cst #00055218	335.81	335.81
115731	2/22/2023	54980	MARQUEZ, JOSE Ref000232405	2/2/2023	UB Refund Cst #00041628	74.78	74.78
115732	2/22/2023	54983	MILLER, GREG Ref000232409	2/2/2023	UB Refund Cst #00055540	937.37	937.37
115733	2/22/2023	54981	VALDEZ ROMERO, MAYRA Ref000232406	2/2/2023	UB Refund Cst #00052048	83.42	83.42
Sub total for WELLS FARGO BANK:							2,049.48

5 checks in this report.

Grand Total All Checks: 2,049.48

Date: February 22, 2023



Interim Finance Director: William B. Pattison



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1186	2/22/2023	54859	AMAZON CAPITAL SERVICES,	1R7L-7CWP-77C	1/17/2023	MSI GAMING GEFORCE GTX	260.99
				1WGT-M4DF-97	1/13/2023	DURACELL AAA BATTERIES	18.47
				1MCK-JYDR-LC	2/11/2023	MICROSOFT ERGONOMIC KE	120.66
				1PHN-VCXK-TH	2/12/2023	SEAGATE 16TB HDD EXOS X	587.22
				1YGL-DLHG-DY	2/4/2023	APPLE TV SIRI REMOTE, ETC	292.78
				13PN-VDHJ-6G	2/3/2023	LOGITECH CREATE BACKLIT	125.01
				1GK1-T9RY-JPM	1/11/2023	SPIGEN TEMPERED GLASS S	32.07
				13KQ-4G6R-HW	12/16/2022	SUPCASE UNICORN BEETLE	43.43
				1PVL-4CNL-PLF	1/26/2023	L-SHAPED SUPPORT FURNIT	9.34
				16P7-FFXX-3CF	2/7/2023	HP ENVY PHOTO 7855 ALL IN	380.60
							1,870.57
1187	2/22/2023	43462	BEST BEST & KRIEGER, LLP	956303	1/30/2023	PE12/31, #80237.00875, MESC	510.00
				956291	1/30/2023	PE12/31, #80237, GENERAL R	34,069.00
				956292	1/30/2023	PE12/31, #80237.00445, DESE	3,060.00
				956293	1/30/2023	PE12/31, #80237.00447, ADV.	1,485.87
				956294	1/30/2023	PE12/31, #80237.00450, GLEN	4,700.20
				956295	1/30/2023	PE12/31, #80237.00844, CHRC	748.15
				956296	1/30/2023	PE12/31, #80237.00851, GLEN	948.60
				956297	1/30/2023	PE12/31, #80237.00857, RENE	29,052.15
				956298	1/30/2023	PE12/31, #80237.00858, COA \	2,200.00
				956300	1/30/2023	PE12/31, #80237.00868, TRAV	15,321.80
				956301	1/30/2023	PE12/31, #80237.00869, AFFO	244.80
				956302	1/30/2023	PE12/31, #80237.00874, CENT	5,639.76
				956299	1/30/2023	PE12/31, #80237.00866, KPC S	4,124.25
							102,104.58
1188	2/22/2023	02320	CALPERS	1000000170590	1/17/2023	#6373819375, FEB2023 HEAL	11,627.96
				1000000170590	1/17/2023	#6373819375, FEB2023 HEAL	108,744.96
							120,372.92
1189	2/22/2023	49858	CV PIPELINE CORP.	S3064	1/23/2023	STORM DRAIN MAINT @ LLM	8,850.00
							8,850.00
1190	2/22/2023	53389	DESERT CONCEPTS CONSTR	3	12/16/2022	PE12/15 PUEBLO VIEJO SUS	944,738.58
							944,738.58
1191	2/22/2023	49100	GOLDMAN, RONALD A.	DC-JA2023	2/1/2023	DC-JA2023 SVCS: KPC COAC	5,887.00
							5,887.00
1192	2/22/2023	51892	HERC RENTALS, INC.	33416721-001	1/19/2023	1/3-18 BOOM STRAIGHT RNT	4,451.04
				33429341-001	1/19/2023	1/9-18 SCISSOR LIFT RNTL	668.52
							5,119.56
1193	2/22/2023	54791	HYDROPRO SOLUTIONS, INC	0001456-IN	1/13/2023	1" BL 4G BB CF- UTG	26,783.85
							26,783.85
1194	2/22/2023	53780	JACOBSSON ENGINEERING	313-02	1/31/2023	PE1/31 PEDESTRIAN SFTY &	549,233.99
				312-02	2/1/2023	PE1/31 CASTRO'S MOBILE HC	456,042.27
							1,005,276.26

Bank : ewfb EFT FOR WELLS FARGO BANK -1 (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1195	2/22/2023	54985	MUNISERVICES LLC	INV06-015812	1/20/2023	SUTA, QTR ENDING 9/30/22	54.37
				INV06-015813	1/20/2023	SUTA (DISTRICT TAX), QTR E	20,044.82
				INV06-015890	2/3/2023	CLEARVIEW/STARS 2022 SVC	300.00
							20,399.19
1196	2/22/2023	09800	PERMA	INV7	2/7/2023	2022-23 Q3 WORKERS' COMF	109,211.50
							109,211.50
1197	2/22/2023	31705	RIVERSIDE COUNTY FIRE DE	234937	1/31/2023	FY22/23- 1ST QTR FIRE PRO1	782,477.97
							782,477.97
1198	2/22/2023	52784	THE PUN GROUP LLP	113713	12/31/2022	FY21/22 AUDIT SVCS	16,560.00
							16,560.00
1199	2/22/2023	54400	US BANK	6708264	10/25/2022	COA SAN DISTRICT CUSTOD	1,000.00
				6708274	10/25/2022	RDVLPMT AGENCY SUBORI	2,120.00
							3,120.00
1200	2/22/2023	54432	US BANK N.A.	2227542	2/10/2023	COACHELLA SDW REF BDS 2	245,563.71
							245,563.71
1201	2/22/2023	49778	WEST COAST ARBORIST, INC	195258	1/9/2023	1/9 TREE MAINT @ LLMD	2,572.00
				195259	1/13/2023	1/13 TREE MAINT @ LLMD	5,130.00
				195260	1/15/2023	PE1/15 TREE MAINT @ PARK:	1,932.00
							9,634.00
1202	2/22/2023	51697	WESTERN WATER WORKS SI	1406410-00	1/19/2023	SOFT COPPER TUBING 60FT	593.78
							593.78
1203	2/22/2023	53800	WILMINGTON TRUST N. A.	020123	2/1/2023	CFD 2018-1 SPEC TAX FD	136,516.60
							136,516.60
1204	2/22/2023	54719	YUNEX LLC	5610281968	1/23/2023	DEC2022 TRAFFIC SIGNAL M.	1,978.25
				5620041956	1/23/2023	DEC2022 TRAFFIC SIGNAL C,	13,185.37
							15,163.62
T FOR WELLS FARGO BANK -SEPARATE CHECK:							3,560,243.69

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115734	2/22/2023	54978	3CMA INV-3032	2/2/2023	ANNUAL CONF REG- RISSETI	605.00	605.00
115735	2/22/2023	53621	ALL THE RIGHT CONNECTION	6591 6590 6605 6635	1/31/2023 WE 1/29: MENDEZ+TRUJILLO 1/31/2023 WE 1/29: GALINDO+MEDINA+ 2/6/2023 WE 2/5: MENDEZ+TRUJILLO+ 2/13/2023 WE 2/12: MENDEZ+TRUJILLO	3,283.50 2,765.63 3,432.00 3,298.50	12,779.63
115736	2/22/2023	01436	AMERICAN FORENSIC NURSE	77122	1/25/2023 OCT2022 BLOOD DRAWS+DF 1/25/2023 NOV-JAN2023 BLOOD DRAW:	155.83 534.80	690.63
115737	2/22/2023	42837	ARAMARK UNIFORM SERVICE	JAN2023 GRFT JAN2023 JAN2023 CC JAN2023 SAN	1/31/2023 PE1/31 UNIFORMS 1/31/2023 PE1/31 UNIFORMS, MATS & T 1/31/2023 PE1/31 MATS & MOPS 1/31/2023 PE1/31 UNIFORMS, MATS & C	122.68 3,092.08 640.32 1,134.31	4,989.39
115738	2/22/2023	42251	ARCOS, MARIA	Ck 2/22/23	1/31/2023 VOUCHER 88, 12/6-1/12	269.76	269.76
115739	2/22/2023	50867	ARCTIC GLACIER USA, INC.	M530015428	1/25/2023 16LB ICE BAGS	55.90	55.90
115740	2/22/2023	54811	ATKINSON, ANDELSON, LOYA	666009 668531	10/31/2022 PE10/31, #006507- LIBRARY/F 11/30/2022 PE11/30, #006507- LIBRARY/F	34,258.00 4,070.50	38,328.50
115741	2/22/2023	54986	AVILA, MARIA E.	Scholarship	2/6/2023 2023 CYBSA SCHOLARSHIP-	50.00	50.00
115742	2/22/2023	00836	BIO-TOX LABORATORIES	43859 43860	1/13/2023 12/5 LAB SERVICE 1/13/2023 12/5 LAB SERVICE	49.58 978.80	1,028.38
115743	2/22/2023	53423	CBE OFFICE SOLUTIONS	IN2589427	2/5/2023 ACC CC3502, COLOR COPIE	28.83	28.83
115744	2/22/2023	07950	CITY OF COACHELLA	Dec 2022	12/31/2022 DEC2022 WATER- ST, PARKS	20,434.82	20,434.82
115745	2/22/2023	00981	CMRTA	2645	12/1/2022 2023 MBRSHR RNWL: CESAR	150.00	150.00
115746	2/22/2023	53220	COACHELLA ACE HARDWARE	4577/1	11/10/2022 DSP GLOVE NIT BLK PF	108.71	108.71
115747	2/22/2023	08970	COACHELLA VALLEY BOXING	0123 1122 1222	1/1/2023 JAN2023 BOXING CLUB SER 11/1/2022 NOV2022 BOXING CLUB SER 12/1/2023 DEC2022 BOXING CLUB SER	2,500.00 2,500.00 2,500.00	7,500.00
115748	2/22/2023	44718	DAMARA'S FLOWERS	09617	2/3/2023 SPRAY ARRANGEMENT: JUA	100.00	100.00
115749	2/22/2023	44036	DE LAGE LANDEN PUBLIC	78949621	2/9/2023 ACC #1338330, COLOR COPIE	216.41	216.41
115750	2/22/2023	12870	DEPARTMENT OF JUSTICE	638191 638247	2/6/2023 JAN2023 BLOOD ALCOHOL AI 2/6/2023 NOV2022 BLOOD ALCOHOL A	140.00 105.00	245.00
115751	2/22/2023	47952	DESERT LIVE SCAN	7278	1/27/2023 JAN2023 EMPLOYEE FINGER	50.00	50.00
115752	2/22/2023	53007	DESERT PROMOTIONAL &	90712	1/18/2023 APEX SERIES CLEAR ACRYLI	1,090.76	1,090.76

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115753	2/22/2023	13700	DEWEY PEST CONTROL INC.	15618604	1/1/2023	AC1281218, JAN2023, 51251 I	900.00
				15618603	1/1/2023	AC1281215, JAN2023, SIERRA	301.00
				15612453	1/1/2023	AC2012540, JAN2023, 51301 I	1,200.00
				15612454	1/1/2023	AC2012536, JAN2023, 48400 \	1,200.00
				15618587	1/1/2023	AC1318244, JAN-MAR2023, B	99.00
				15618586	1/1/2023	AC1318239, JAN-MAR2023, F	99.00
				15618589	1/1/2023	AC1318236, JAN-MAR2023, R	132.00
				15618588	1/1/2023	AC1318235, JAN-MAR2023, 8	99.00
				AC1315475-JA/M	1/1/2023	AC1315475, JAN-MAR2023, P	828.00
				15612452	1/1/2023	AC2028126, JAN-MAR2023, 1	240.00
				15603331	1/1/2023	AC1450610, JAN2023, DE OR	160.00
				AC1434611-JA/M	1/1/2023	AC1434611, JAN-MAR2023, P	585.00
				15626004	1/1/2023	AC1178382, JAN-MAR2023, B	135.00
				15626009	1/1/2023	AC1161434, JAN-MAR2023, B	195.00
				15603330	1/1/2023	AC1452292, JAN-MAR2023, 1	159.00
							6,332.00
115754	2/22/2023	42442	DIRECTV	018084532X230	1/26/2023	1/25-2/24 BUSINESS ENT PAC	167.26
							167.26
115755	2/22/2023	36050	EMPLOYMENT DEVELOPME	L0859039120	1/30/2023	AC 944-0806-9, OCT-DEC2022	1,698.00
							1,698.00
115756	2/22/2023	44713	FARMER BROTHERS CO.	95672999	2/6/2023	COFFEE & CREAMER	566.50
				95673042	2/13/2023	CREAMER	-141.44
				95672998	2/6/2023	COFFEE & CREAMER	261.28
				95672959	1/30/2023	COFFEE, LIDS, JAVA JACKET:	631.46
				95672969	1/31/2023	CREAMER	104.20
							1,422.00
115757	2/22/2023	15750	FEDEX	8-034-76927	2/10/2023	FEB2023 FEDEX SVCS	21.07
				8-027-30655	2/3/2023	JAN2023 FEDEX SVCS	19.41
							40.48
115758	2/22/2023	44088	FERGUSON ENTERPRISES, I	2155634	1/6/2023	ORING & 3/4 HEX PWR FTG E	40.70
							40.70
115759	2/22/2023	51604	FRONTIER	3980104-JA23	1/24/2023	760/398-0104, 1/24/23	273.37
				3982508-JA23	1/20/2023	760/398-2508, 1/20/23	194.81
							468.18
115760	2/22/2023	51494	GARDA CL WEST, INC.	20557071	1/31/2023	JAN2023 EXCESS LIABILITY/F	435.57
				10726974	2/1/2023	FEB2023 ARMORED TRANSP	1,161.81
				10726980	2/1/2023	FEB2023 CASHLINK MAINTEN	1,440.50
							3,037.88
115761	2/22/2023	54987	HEMET FENCE CORP	5842	1/23/2023	INSTLL'D CHAIN LINK FENCE	15,603.00
							15,603.00
115762	2/22/2023	42167	HIGH TECH MAILING SERVICE	42691	2/7/2023	2/3 NEW PARKS MAILERS	447.22
							447.22

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115763	2/22/2023	20450	IMPERIAL IRRIGATION DISTRI	50217597-JA23	2/6/2023	AC50217597, 1/5-2/1	51.03	
				50035836-JA23	2/6/2023	AC50035836, 1/5-2/1, WELL #1	88.20	
				50705544-JA23	2/6/2023	AC50705544, 1/5-2/1, PERMIT	224.75	
				50487676-JA23	2/6/2023	AC50487676, 1/5-2/1, LIFT ST/	18.22	
				50509172-JA23	2/6/2023	AC50509172, 1/5-2/1, CORP Y,	2,351.25	
				50035755-JA23	2/1/2023	AC50035755, 12/28-1/27, PUM	36.60	
				50371785-JA23	2/1/2023	AC50371785, 12/29-1/27, LIFT	997.69	
				50408460-JA23	2/1/2023	AC50408460, 12/28-1/27, WEL	3,726.35	
				50434217-JA23	2/1/2023	AC50434217, 12/28-1/27	46.61	
				50459795-JA23	2/1/2023	AC50459795, 12/28-1/27	45.55	
				50459796-JA23	2/1/2023	AC50459796, 12/28-1/27	104.51	
				50459819-JA23	2/1/2023	AC50459819, 12/28-1/27	42.21	
				50522793-JA23	2/1/2023	AC50522793, 12/28-1/27, SCAI	57.21	7,790.18
115764	2/22/2023	45108	IMPERIAL SPRINKLER SUPPL	0009272256-001	1/20/2023	2" SLIP FIX, SCH40 PVC COU	24.25	
				0009274460-001	1/20/2023	IPS PVC CEMENT & IPS PVC	74.10	98.35
115765	2/22/2023	52738	JNS MEDIA SPECIALISTS	10258	2/14/2023	2/14 AD: DESERT X	1,500.00	1,500.00
115766	2/22/2023	01948	KIMBALL MIDWEST	100680765	1/20/2023	NY BUTT CONN, GALV USS F	132.04	132.04
115767	2/22/2023	48293	KOA CORPORATION	JC22043-8	1/24/2023	PE12/31 PEDESTRIAN & RD S	1,040.00	1,040.00
115768	2/22/2023	24250	LEAGUE OF CALIFORNIA CITI	643253	1/1/2023	2023 MEMBERSHIP DUES	16,971.00	16,971.00
115769	2/22/2023	51982	MEDINA, YARAVI	Scholarship	2/8/2023	2023 CYBSA SCHOLARSHIP-	100.00	100.00
115770	2/22/2023	53105	NATIONAL MAIN STREET CEN	6120	1/31/2023	2023 CA MAIN ST MBRSHP	1,675.00	1,675.00
115771	2/22/2023	52757	OLLIN STRATEGIES	123	10/15/2022	OCT2022 CONSULTING SVCS	5,000.00	
				140	11/15/2022	NOV2022 CONSULTING SVCS	5,000.00	
				312	9/15/2022	SEPT2022 CONSULTING SVC	5,000.00	15,000.00
115772	2/22/2023	47192	O'REILLY AUTO PARTS	2855-116256	1/11/2023	BATTERY	205.04	
				2855-118469	1/18/2023	14OZ BRAKE CLN	45.54	250.58
115773	2/22/2023	49099	OTIS ELEVATOR COMPANY	100401047458	1/16/2023	FB-JL2023 MAINT SVCS: COR	1,810.98	1,810.98
115774	2/22/2023	50595	PACIFIC LIGHTWAVE INC	23-1013	2/8/2023	APR-JUN2023 BUSINESS INTI	2,397.00	2,397.00
115775	2/22/2023	49989	PAUL ASSOCIATES	86506	1/31/2023	BUSINESS CARDS: F. FIGUEF	214.19	214.19
115776	2/22/2023	02028	PETE'S ROAD SERVICE, INC.	23-0645020-00	1/19/2023	SVC CALL: RPR'D FLAT ON M	1,151.57	
				23-0645359-00	1/19/2023	FLAT REPAIR	65.23	
				23-0645398-00	1/20/2023	MOUNT/BALANCE NEW TIRE	535.40	1,752.20
115777	2/22/2023	08050	PETTY CASH	Ck 2/22/22	2/6/2023	VOUCHER 4263-4272, 8/29-2/	508.05	508.05
115778	2/22/2023	01395	PJ'S DESERT TROPHIES & GII	25744	1/9/2023	11" PEOPLE'S CHOICE TROPI	53.56	53.56

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
115779	2/22/2023	42759	PROPER SOLUTIONS, INC.	14247	2/3/2023	WE 2/3: L. ARELLANO	1,339.50	
				14186	1/20/2023	WE 1/20: L. ARELLANO	1,383.56	
				14216	1/27/2023	WE 1/27: L. ARELLANO	1,163.25	3,886.31
115780	2/22/2023	52306	QUINN COMPANY	Refund	2/13/2023	REFUND MISAPPLIED OVERF	795.00	
				23344603	1/19/2023	12/23-1/20 STRAIGHT BOOM I	7,678.69	8,473.69
115781	2/22/2023	50187	RAFTELIS FINANCIAL	26752	2/1/2023	JAN2023 UTILITY OPERATION	26,175.00	26,175.00
115782	2/22/2023	54500	RELIABLE TRANSLATIONS	CC23927	2/7/2023	2/7 DOCUMENT TRANSLATIO	3,653.00	
				23882	2/1/2023	2/1 DOCUMENT TRANSLATIO	75.00	
				23892	2/3/2023	2/3 DOCUMENT TRANSLATIO	75.00	
				23776	1/22/2023	1/22 DOCUMENT TRANSLATI	171.20	
				23809	1/25/2023	1/25 CC MTG SVCS	686.00	
				23900	2/3/2023	2/3 CC MTG SVCS	392.00	
				23881	2/1/2023	2/1 DOCUMENT TRANSLATIO	75.00	5,127.20
115783	2/22/2023	44161	ROBERT HALF	61520675	2/7/2023	WE 2/3: L. ALBONICO	2,024.77	
				61539193	2/13/2023	WE 2/10: A. CAMACHO	317.29	2,342.06
115784	2/22/2023	54984	ROCHA, PATRICIA	Scholarship	2/8/2023	2023 CYBSA SCHOLARSHIP-	100.00	100.00
115785	2/22/2023	52991	S & D CAR WASH MANAGEMEN	ARB151171	12/31/2022	DEC2022 CAR WASH SERVIC	265.62	265.62
115786	2/22/2023	49697	SANCHEZ, ROBERTO	2142023	2/14/2023	2/14 VALENTINE'S DAY LUNC	1,120.00	1,120.00
115787	2/22/2023	35000	SMART & FINAL	535788	1/25/2023	WHITE TABLECLOTH	21.19	21.19
115788	2/22/2023	35450	SOCALGAS	1500 6th-JA23	1/26/2023	AC 020 678 1257 4, 12/22-1/24	950.71	
				1515 6th-JA23	1/26/2023	AC 031 523 3700 6, 12/22-1/24	716.34	
				1540 7th-JA23	1/26/2023	AC 008 423 3900 4, 12/22-1/24	603.69	
				BaqPool-JA23	1/26/2023	AC 069 323 6500 7, 12/22-1/24	16.27	2,287.01
115789	2/22/2023	54665	SPECTRUM ENTERPRISE	0037022012823	1/28/2023	AC 8448 20 899 0037022, FEB	2,324.57	2,324.57
115790	2/22/2023	52595	STAPLES BUSINESS CREDIT	7604763079-0-1	1/11/2023	PLASTIC SHOPPING BAGS, E	111.24	
				7604697340-0-2	1/11/2023	10IN PAPER PLATE, ETC	96.67	
				7372260146-0-2	1/25/2023	PROFESSIONAL FLOOR CLE	22.83	
				7371436750-0-1	1/13/2023	SPRAY DSNFCT	97.43	
				7604819631-0-1	1/12/2023	COMPOSTABLE PLATE 6IN	57.38	
				7371365364-0-1	1/12/2023	ULTRA FINE-POINT MARKER	54.15	
				7604511764-0-1	1/9/2023	CARDER CHAIR, AA BATTERY	304.43	
				7604511764-0-2	1/9/2023	STPLS RY23 VERT WALL CAL	18.26	
				7604899908-0-1	1/20/2023	SANITIZER & PAD RLP T5460	35.76	
				7604899908-0-2	1/23/2023	2023 SUNSETS MINI CLNDR	8.69	
				7604968867-0-1	1/20/2023	HEATER, WIPE DISNFCT, PO	172.28	979.12

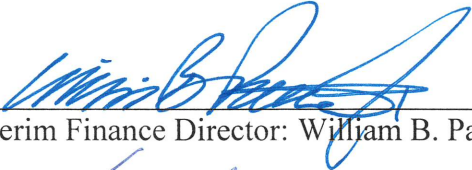
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
115791	2/22/2023	00582	STATE WATER RESOURCES (Pymnt 16-MA23	2/13/2023	CWSRF LOAN: C-06-4450-110	1,505,255.69	1,505,255.69
115792	2/22/2023	53743	SUSTAITA, JR., PEDRO Scholarship	2/2/2023	2023 CYBSA SCHOLARSHIP-	50.00	50.00
115793	2/22/2023	54979	SWEETWATER SOUND HOLD 35441738	2/2/2023	BEHRINGER 32-CH 8-BUS RC	8,722.80	8,722.80
115794	2/22/2023	37600	THE DESERT SUN PUBLISHIN0005317987	1/31/2023	JAN2023 PUBLISHED ADS	442.20	442.20
115795	2/22/2023	38250	TOPS N BARRICADES	1097920	1/12/2023	TRAFFIC BEACON	1,687.80
				1097921	1/12/2023	TRAFFIC BEACON	1,687.80
				1097909	1/12/2023	1/6-11 CHNGBLE MSG SIGN F	1,680.00
				1098138	1/26/2023	28" CONE W/ SLEEVES	114.73
							5,170.33
115796	2/22/2023	44966	VERIZON WIRELESS	9925965906	1/22/2023	AC571164685-00001, 12/23-1/2	-29.62
				9926598697	2/1/2023	AC371867190-00001, 1/2-2/1	7,541.56
				9926598698	2/1/2023	AC371867190-00002, 1/2-2/1	283.17
							7,795.11
115797	2/22/2023	44775	VISTA PAINT CORPORATION	2023-870045-00	1/31/2023	MON 9800 CITRUS CLEANER	536.01
							536.01
115798	2/22/2023	54464	WHITE CAP, L.P.	50020705927	1/14/2023	24" HI-CRAFT RE FRESNO W,	27.17
							27.17
115799	2/22/2023	48971	XPRESS GRAPHICS & PRINTII23-51967	2/1/2023	TOT LOT COMMUNITY ENGA	220.09	220.09
115800	2/22/2023	53148	ZAMORA, MARLENE	Scholarship	2/9/2023	2023 CYBSA SCHOLARSHIP-	50.00
							50.00
115801	2/22/2023	42100	ZUMAR INDUSTRIES INC	98529	1/9/2023	3/8" STEEL DRIVE RIVET, ETC	811.32
				98553	1/12/2023	DATE STICKERS	1,078.58
							1,889.90
Sub total for WELLS FARGO BANK:							1,752,532.64

87 checks in this report.

Grand Total All Checks: 5,312,776.33

Date: February 22, 2023



Interim Finance Director: William B. Pattison



City Manager: Gabriel Martin



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle: **Date:** 02/08/2023

July 1, 20 22 - June 30, 20 23

2. Total Amount Requested: \$ 1000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:
Coachella Youth Baseball & Softball Association

4. Agency/Organization:
CYBSA

5. Mailing Address:
P.O Box 1296
City: Coachella Zip: 92236

6. Telephone: (760) 777-3692

Fax:

7. Official Contact Person:
Name: Deana Alvidrez

Title: Treasurer

Telephone: (760) 777-3725

Fax:

E-mail: cybsa2017@gmail.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
 Yes No (Attach documentation)
9. How long has this organization been in existence?
 11yrs
10. Has the organization previously received funding from the City of Coachella?
 Yes No
 If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.
 2018 Baseball & Softball uniforms, equipment
11. Is this request for a New or Existing program/service within the City?
12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?
 March 2023- May 2023
13. Describe briefly how the requested funds will be used.
 Purchase equipment for new coaches balls, bases, T-ball. Trophies for closing ceremony. Need to fix golf cart to drag fields. uniforms shirts for the shetland teams.
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
 Teams will get sponsorships from local businesses to help with uniforms and end of year celebration.
15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?
 Donations, Registrations, sponsorships
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
 It will help children and teens stay active. This can be an outlet and help with their mental wellbeing. Keep them busy to stay out of trouble.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
 All different levels of social economic class.

18. Attach a proposed budget for requested funds.

Authorized Official: Deana Alvidrez

Title: Treasurer

Signature:



Date:

2/8/2023

Powernet Dlx 7x7 Baseball Softball Hitting Net + Weighted Heavy Ball + Strike Zone Bundle 1009 DLX 7x7 Baseball Softball Hitting Net + Weighted Heavy B

Powernet Dlx 7x7 Baseball Softball Hitting Net + Weighted Heavy Ball + Strike Zone Bundle 1009

Quantity	Price (EA)
10+	Why don't we show the price?
1 to 9	Why don't we show the price?



By: [Powernet](#)
 Item #: E203422 ([Details](#))
Price: \$74.99 - \$76.99
 To see our best price, add this item to your cart.
[Why don't we show the best price?](#)

[CLICK HERE: To See All Sizes, Colors, & Quantities](#)



Color: Please select a color

Size: 7x7

Quantity: Availability: [Availability & Pricing](#)

Champro Recreational Fast Pitch Softballs (dz), Practice core. Opic yellow durahide cover. Raised seam, red stitch. Perfect for outdoor practice.

Champro Recreational Fast Pitch Softballs (dz)



By: [Champro](#)
 Item #: E114246 ([Details](#))
 ★★★★★ 4.9 (14 Reviews)
Price: \$42.59
 [CLICK HERE: To See All Sizes, Colors, & Quantities](#)



Color: Please select a color

Size:

Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time:
[Usually processed within 2 to 3 business days.](#)

Diamond D-OB Economy Official League Baseballs (DZ)

Diamond D-OB Economy Official League Baseballs (DZ)



By: [Diamond](#)
 Item #: E97224 ([Details](#))
 ★★★★★ 4.3 (4 Reviews)
Price: \$37.99
 Color: WHITE
 Size: ONE DOZEN
 Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time:
[Usually processed within 1 to 2 business days.](#)

norton SHOPPING GUARANTEE FREE with your purchase

ID Theft Protection Purchase Guarantee Lowest Price Guarant

Champion Sports Indoor/Outdoor Base Sets

Champion Sports Indoor/Outdoor Base Sets



By: [Champion Sports](#)
 Item #: E8839 ([Details](#))
 ★★★★★ 5.0 (2 [Reviews](#))
 Price: **\$7.79**

[CLICK HERE: To See All Sizes, Colors, & Quantities](#)

Like 0 Share 14

Color: Please select a color

Size: **VARIOUS SIZED PLATES**

Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time: [Usually processed within 1 to 2 business days.](#)

Dover

Champro Foam Base Plug with Tassel B008F



By: [Champro](#)
 Item #: E140484 ([Details](#))
 ★★★★★ 3.4 (5 [Reviews](#))
 Price: **\$3.89**

Quantity	Price (EA)
10+	\$3.59
1 to 9	\$3.89

Color: Black/Blue

Size: **ONE SIZE PLUG (EACH)**

Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time: [Usually processed within 2 to 3 business days.](#)

SHOPPING GUARANTEE FREE with your purchase
 ID Theft Protection ● Purchase Guarantee ● Lowest Price Guarantee

eight of 21 to 30, top selling item.

Champro Heavy Duty Rubber Baseball Tees



By: [Champro](#)
 Item #: E8163 ([Details](#))
 ★★★★★ 4.8 (39 [Reviews](#))
 Price: **\$5.39 - \$18.09**

Quantity	Price (EA)
10+	\$4.79 to \$17.49
1 to 9	\$5.39 to \$18.09

[CLICK HERE: To See All Sizes, Colors, & Quantities](#)



Color: Please select a color

Size:

Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time: [Usually processed within 1 to 3 business days.](#)

sponge rubber core, and nylon winding.

Champion Sports Lvl3 Soft Compression Baseballs-dz



By: [Champion Sports](#)
 Item #: E118292 ([Details](#))
 Price: **\$29.69**

Color: WHITE

Size: **ONE DOZEN**

Quantity: Availability: [Availability & Pricing](#)

ADD TO CART

Processing Time: [Usually processed within 1 to 2 business days.](#)

SHOPPING GUARANTEE FREE with your purchase
 ID Theft Protection ● Purchase Guarantee ● Lowest Price Guarantee

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 24 2015

COACHELLA YOUTH BASEBALL & SOFTBALL
INC
C/O ASSOCIATION INC
84-076 CALENDULA AVE
COACHELLA, CA 92236

Employer Identification Number:
80-0360619
DLN:
17053288310025
Contact Person: MS. TRUSTY ID# 31657
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 9, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the postmark date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

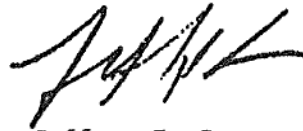
Letter 947

-2-

COACHELLA YOUTH BASEBALL & SOFTBALL

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

Budget Proposal CYBSA Spring Season 2023		
Baseball \$37.99 DZ	6 dz for season	\$227.94
Tballs \$29.69 DZ	4 dz for season	\$118.76
Softballs \$42.59 DZ	4dz for season	\$170.36
Bases \$7.79	5 for season	\$38.95
Plugs for Field each \$ 3.89	24 for fields	\$93.36
Nets \$ 75.00	2 for season	\$150
Tees \$10	5 for season	\$50.00
Score books	11 for season	110
Total		\$959.37
Tax 8%		\$67.94
Grand Total		\$1,027.31
Shipping	Unknown	

Coachella Youth Baseball & Softball Association
P.O BOX 1296
Coachella , Ca 92236
760-777-3692

Deana Alvidrez
Treasuer
760-777-3725



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the Coachella Youth Baseball and Softball Association in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Coachella Youth Baseball and Softball Association in the amount of \$1,000.00 to purchase new equipment.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 22-23 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Coachella Youth Baseball and Softball Association is a 501(c)(3) nonprofit organization that is dedicated to fostering sports competition amongst youth. The Association is requesting grant funding support to purchase new equipment (see application and budget).

ALTERNATIVES:

1. Award a Community Based Grant in the amount of \$1,000.00.
2. Do not award a Community Based Grant

FISCAL IMPACT:

If the Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving a balance of \$6,000.

ATTACHMENT(S):

CBG Application Packet



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Greater Coachella Valley Chamber of Commerce July 1, 2022 – January 31, 2023.

STAFF RECOMMENDATION:

Receive and file the Greater Coachella Valley Chamber of Commerce Report for July 1, 2022- January 31, 2023.

EXECUTIVE SUMMARY:

The City of Coachella has partnered with the Greater Coachella Valley Chamber of Commerce (Chamber), as a private business support organization within the City to provide professional services. The City renews the service agreement annually with the Chamber, which commemorates the services the Chamber will provide to the City each fiscal year. These services include supporting the City’s economic development efforts by providing: business services, various community and city events, and further development of Coachella’s tourism market.

This fiscal year the agreement was executed on November 9, 2022. The GCVCC has submitted their report of economic development and Chamber activities for the period of July 1, 2022 – January 31, 2023.

FISCAL IMPACT:

None.

Attachment:
GCVCC Report July 2022 – January 2023

GCVCC Activity Report for the City of Coachella

July 1, 2022 to January 31, 2023

Economic Development Activities/Community Outreach

The Greater Coachella Valley Chamber of Commerce's primary goals are to assist the business community with activities and events to stimulate economic develop through the following:

- **Ribbon Cutting Ceremonies**
 - Borrego Springs Community Health Center, July 21st.
- **Mixers**
 - The Chamber has conducted morning and evening mixers each month. We are actively seeking businesses in Coachella to host mixers.
 - Beer Hunter August 16th
 - Pro VR, September 7th
 - Level One 11, September 29th
 - Variety of the Desert, October 5th
 - Desert Urgent Care, October 26th
 - Spa Azure, November 2nd
 - GCVCC & Visit Greater Palm Springs Joint Mixer, November 10th.
 - TQLQs Agave Bar & Grill, November 16th
 - Old Town Artisan Studios, December 6th
 - DropBy Office & Amp Sports Lounge Dual Mixer, December 15th
- **City Partnership Events**
 - Fiestas Patrias, September 17th
 - Coachella State of the City and Business Awards, October 19th
 - Tacos, Tequila & Chavelas, October 22nd
 - Coachella Candidates Forum, October 24th
 - Coachella Holiday Parade, December 9th
- **Community Outreach**
 - GCVCC Spanish Educational Event was a workshop that provided information on how to start a business in Coachella, selecting the right category of business, how and where to get a business license, services offered by the SBDC and the City of Coachella, human resources and the new laws, etc. It was attended by over 60 local business members and exhibitors including BBSI, the City of Coachella, SBDC, COD, and more. The City has requested that we add additional workshops in Spanish at least 3 times a year.
 - City Walks, August 4th, October 6th, December 1st, January 12th
 - GCV Educates – Social Media Marketing, August 10th.
 - GCV Educates – How to Read Minds & Influence People
 - Empresarios on the Move Event, September 16th – the GCVCC nominated 2 Coachella businesses, Integrity Insurance and Garibaldi Plaza.
 - All Valley Mayors and Tribal Chairpersons Luncheon, September 29th
- **Marketing**

- The Chamber regularly updates its website with community news, event postings, business resources.
- All events and activities are actively marketed on 4 social media platforms: Facebook, Instagram, Twitter, and YouTube, before and after the events.
- The Chamber newsletter is distributed to over 6,500 registrants weekly and contains news on Chamber, City and Community events, business resources, offers from members, and local business resources.
- The Chamber offers a promotional platform at all Mixers where members can set up an exhibit to promote their businesses at no cost.
- The Chamber offers members the opportunity to promote themselves with flyers, business cards and other promotional materials at each of the Chamber's offices.
- The Chamber maintains a Business Directory and Referral network and will continue to expand these by engaging outreach to non-member and member businesses.
- **Tourism/Contact Report**
 - The Coachella Office of the GCVCC continues to operate a Business Support and Visitors' Center and received well over 196 in-person visits and 42 calls since 7/1/22. It is open Monday through Thursday from 8:30 to 4:30 and is staffed by two GCVCC employees. Calls were mostly handled by the Indio Office.
 - The Visitors' Center maintains information on economic development programs, initiatives and support, housing information, business license information and general information on the City's General Plan, and business initiatives and programs.
 - Walk in questions ranged from how to obtain business licenses, the location of the Coachella Civic Center and Consulate, requests for maps, restaurants, things to do in the City, housing, membership, city issues, events, City initiatives and programs and general information.
 - The Visitors' Center maintains an inventory of brochures, maps and resource guides and provides a venue for businesses to display their information.
 - All GCVCC staff have been trained in the "TEAM GPS" program provided by Visit Greater Palm Springs, July 20th.
- **Membership**
 - Total Coachella Members: 55
 - New Members Added for the stated period: 3
 1. EJ Dental
 2. Carnitas La Piedad
 3. ER Funeral
 - Member Renewals for the stated period: 19
 - Conducted monthly member orientations, "Chamber 101" for members valley wide. The location varies each month to ensure each city is represented.

Financials

- Membership Dues totaling \$9,040 for the stated period.

Upcoming Events Through December 2023

The Chamber will continue to aid its business members and assist the community of the City of Coachella with the following events:

- Suavecito Sundays, March 5th, 12th, and 19th at Veterans' Park
- GCVCC Spanish Educational Session, April date TBA
- All Valley Chamber Mixer, at Palm Springs Air Museum, May 17, 2023
- Annual Board Installation & Business Awards Event, June date TBA
- Fiestas Patrias – El Grito, at Rancho Las Flores Park, September date TBA
- All Valley Mayors, Tribal Leaders & Expo Event, September date TBA
- Coachella State of the City and Business Awards, October date TBA
- Tacos, Tequila, and Chavelas, at Veterans' Park, October date TBA
- Annual Holiday Christmas Parade, Downtown Coachella, December date TBA



STAFF REPORT
2/8/2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorize City Manager to execute Change Order #1 in an amount of \$192,882.00 plus 15% contingency and authorize appropriation of \$159,383.28 from General Fund for the Bagdouma Court Improvements Project – City Project P-21, CDBG Project No. 4.CO.24-20.

STAFF RECOMMENDATION:

- Authorize City Manager to execute Change Order #1 in an amount of \$192,882.00 plus 15% contingency for the Bagdouma Court Improvements Project, City Project P-21, CDBG Project No. 4.CO.24-20.
- Authorize appropriations from General Fund in an amount of \$159,383.28 for the Bagdouma Court Improvements Project – City Project P-21, CDBG Project No. 4.CO.24-20.

BACKGROUND:

On October 14, 2020, City Council adopted Resolution 2020-60 approving a Supplemental Agreement with the County of Riverside for use of Community Development Block Grant (CDBG) funds for the Bagdouma Basketball Courts Rehabilitation Project.

On September 14, 2022, City Council approved a construction contract with Three Peaks Corp for \$624,310.21 plus 10% contingency. The Project will improve existing basketball courts at Bagdouma Park and add a tennis court and a pickle ball court. The Project will also include ADA access improvements, drainage and seating enhancements.

DISCUSSION/ANALYSIS:

The Engineering Department has determined, based on the condition of the underlying concrete, a full pavement section removal and replacement of the sports court surfacing is needed. As is, the sports court cannot be resurfaced as planned. The department also recommends a 5” section of fiber mesh concrete over 1” of sand over plastic. This will increase the life expectancy and provide an overall better sports court.

FISCAL IMPACT:

With this action, City Council will be approving appropriation and transfer of \$159,383.28 from General Fund to CIP Fund 182.

ATTACHMENT(S):

1. Change Order #1



CITY OF COACHELLA

1515 SIXTH STREET, COACHELLA, CALIFORNIA 92236

PHONE (760) 398-3502 • FAX (760) 398-8117 • WWW.COACHELLA.ORG

Sheet 1 of 2

CONTRACT: Bagdouma Park Court Improvements

PROJECT NO. P-21, CDBG Project No. 4. CO.24-20

CONTRACTOR: Three Peaks Corp.

CONTRACT CHANGE ORDER NO. 1

Pursuant to the terms of the original Contract Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the original Contract.

DESCRIPTION OF CHANGE

Remove Existing Court Asphalt/Concrete Surface & Replace with 5" PCC/1" Sand & Plastic Total \$ 329,981.38

2" Grind and Overlay 2" Asphalt Court Surface Credit for Deleted Work Total (\$ 137,099.38)

Original Contract Amount	\$ 624,310.21
Add This Change Order No. 1	\$ 192,882.00
Revised Contract Total	\$ 817,192.21

By reason of this contract change order the time of completion will be adjusted accordingly upon completion of the additional
The revised contract completion date shall be: TBD Upon Completion

Submitted By: _____ **Date:** _____
Name/Title Signature

Recommended By: _____ **Date:** _____
Name/Title Signature

Approved By: _____ **Date:** _____
Gabriel Martin, City Manager Signature

*We, the undersigned Contractor, **have given careful consideration to the change proposed and hereby agree**, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above, which includes all direct and indirect overhead expenses for any delays.*

Accepted By: _____ **Title:** _____

Contractor: _____ **Date:** _____



CONTRACTOR CHANGE ORDER REQUEST

PROJECT NAME: Bagdouma Park Court Improvements
 PROJECT NO: _____
 GENERAL CONTRACTOR: Three Peaks Corp.

C.O.R. NO.: 1
 CRB/FI REF.: _____
 DATE: 2/2/2023

DESCRIPTION OF CHANGE: Demolition of asphalt and concrete with rebar. Installation of new concrete court over existing sub grade. Concrete to be 5" thick with stealth fiber, 3250 PSI. Actual specifications including concrete mix, joints and sub grade preparation to be provided by City. Approx. 28,750SF.

General Contractor Costs

Additive cost for demolition of existing asphalt and concrete

Labor	\$24,066.00	
Material and Dump Fees	\$15,500.00	
Equipment	\$20,395.00	
Subtotal of Additive Cost		\$59,961.00

Additive costs for installation of new concrete court

Labor	\$96,646.00	
Material	\$98,615.00	
Equipment	\$18,940.00	
Subtotal of Additive Cost		\$214,201.00

Deductive Costs *(use minus sign to denote negative figures)*

Bid Item # 5	-\$22,611.38	
Bid Item # 6	-\$114,488.00	
Equipment		
Subtotal of Deductive Cost		-\$137,099.38

Contractor's Total Cost \$274,162.00

Contractor's Mark-up \$49,349.16

Total Subcontractor Costs

General Contractor's Mark-up on Subcontractor Costs \$0.00

General Contractor's Bond \$3,235.11

General Contractor's Insurance \$3,235.11

Total General Contractor Change Request \$192,882.00



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Consideration to Fill Five Planning Commission Vacancies

STAFF RECOMMENDATION:

Staff recommends that the Mayor and City Council solicit applications to fill five vacancies on the Planning Commission.

BACKGROUND:

The Coachella Planning Commission is made up of five members and one alternative member, who are appointed to 4-year terms that are staggered. Accordingly, every two years, three commissioners must be newly appointed. The Coachella Municipal Code 2.26.020 (B), states that each council member may nominate an individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council, at open session of a regular or special city council meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council. The Coachella Municipal Code 2.26.020 (D), states that in an event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced. There is no individual council member nomination for the Alternate Planning Commissioner.

The terms for Planning Commissioner Miguel Navarrete (Nominated by Mayor Pro Tem Gonzalez), Miguel Leal and Ventura Gutierrez expired November 2022 and they are currently serving as Commissioners until the City Council nominates and approves candidates to serve for the next Planning Commissioner 4-year term. Two other vacancies have occurred due to the recent election of Councilmembers Virgen and Figueroa to the City Council who previously serves as Planning Commissioners. The terms of those vacancies will need to be filled until November 2024.

Table 1: Planning Commission Term Status

Planning Commissioners	Term Status	Term action required
Ruben Gonzalez	June 26, 2019-November 2024	None required
Vacancy (Currently served by Miguel Navarrete)	Expired (June 26, 2019-November 2022)	2022- November 2026
Vacancy (Vacated by Frank Figueroa)	Expired (February 10, 2021-November 2024)	Remainder term to November 2024
Vacancy (Vacated by Stephanie Virgen)	Expired (June 26, 2019-November 2024)	Remainder term to November 2024
Vacancy (Currently served by Miguel Leal)	Expired	2022- November 2026
Vacancy (Currently served by Ventura Gutierrez (Alternate)	Expired (February 23, 2022-November 2022)	2022- November 2026

DISCUSSION/ANALYSIS:

The City Clerk's Office received a total of six (6) applications by the application deadline of Friday, February 3, 2023 and one (1) application submitted after the deadline as follows:

- Yurema Arvizu (Submitted after February 3, 2023 deadline)
- Rosalio Avila
- Karina Andalon
- Oscar Fonseca
- Andrew Gallegos
- Ventura Gutierrez
- Miguel Leal

The City Council will need to fill the following Planning Commissioner vacancies:

- Two (2) Planning Commission vacancies until November 2022
- Two (2) Regular Planning Commission vacancies until November 2026
- One (1) Alternate Planning Commission vacancy until November 2026

FISCAL IMPACT:

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2022/2023.

ALTERNATIVE(S):

- 1) Fill the existing Planning Commission vacancies from the submitted Planning Commissioner applications.
- 2) Request that City extend the deadline for Planning Commissioner applications and fill existing Commission vacancies at a future date.

3) Continue this item and provide staff direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative 1.

Attachments:

1. Planning Commission Applications

- Yurema Arvizu
- Rosalio Avila
- Karina Andalon
- Oscar Fonseca
- Andrew Gallegos
- Ventura Gutierrez
- Miguel Leal



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Yurema Arvizu

ADDRESS: 52389 Las Palmas, Coachella CA

TELEPHONE: 760-625-4338 **E-MAIL:** yuremaarvizu@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....
PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I recently ran for city council in November of 2022. During my time connecting with voters,
various issues and concerns were brought up to me and what I found was that various
residents are unaware of what the city is currently working on. I would like to join this
commission to amplify the voice of our residents. I have a background in communications and
I am currently a part of the Cultural and Arts Commission.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Goals: Address residents concerns. Vote on behalf of the residents, removing personal interest. Push for community
involvement.

Plan: Continuously advocate for residents by putting residents needs first and reviewing the
benefits and potential hazards of certain projects. Invite residents to meetings and ensure we are
always being transparent with the community by working with city officials.

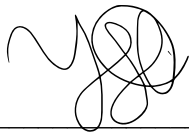
3. What special qualities can you bring to the Commission?

I have been active in the community through various means including as a Reproductive Health Educator with
Planned Parenthood. I understand and know the community. Years of communications experience has made me
a natural problem solver and I always make an effort to reach agreements and work together to make decisions
that will lead to the best outcome.

4. Do you have any questions or comments about the Commission's structure or functions?

I would like to see more time be put aside for public comments, especially while an item is being discussed to allow for healthy dialogue.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.



Signature

02/06/2023

Date

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Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Rosalio Avila

ADDRESS: 49783 Corte Percebe

TELEPHONE: 760-989-8422 E-MAIL: Stayfreshtint@gmail.com

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Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....
PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Been a Resident of Coachella since 2001 Seen how much improvement we have made in the City
over the years, been involved in the City as a Parks and Recreation commissioner from 2021-2023

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

How can we grow to bring more Business too our City of Coachella.

Being a resident since 2001 I have seen the improvements and would like to share my business
ways to help with improvement.

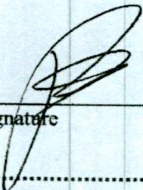
3. What special qualities can you bring to the Commission?

Being a business owner since 2013 I can bring business knowledge to the commission.

CITY OF COACHELLA
PLANNING COMMISSION APPLICATION
PAGE 2

4. Do you have any questions or comments about the Commission's structure or functions?

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.



Signature

2/3/23

Date

.....
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City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Friday, February 3, 2023
Application must be received by the deadline in order to be considered

NAME: Karina Lizeth Andalon

ADDRESS: 51878 Genoa St. Coachella CA 92236

TELEPHONE: 323.239.6669 E-MAIL: Lizethandalonkarina@gmail.com

COMMISSION: Planning Cultural and Arts Parks and Recreation UUT
(Please Circle One)

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

As a young individual I believe that I may represent my parents & older community with younger folks voices. I have lived in the ECV and in the City of Coachella and have seen the great work completed and hope to be part of a group of changemakers.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I have had the opportunity to graduate from college with a BA in Public Policy; we have always been motivated to study & return to our community. However, there is not many housing options for younger individuals.

3. What special qualities can you bring to the Commission?

As a youth coordinator I have had the honor of hearing what our local (CVUSD) students hope to see in the City of Coachella. Additionally, I like to believe that I'm a community driven person and I love that I'm able to communicate & positively represent our community.

4. Do you have any questions or comments about the Commission's structure or functions?

I'm glad that anyone [no matter our educational background] is able to apply to this position. This brings to me a question in mind of the set of expectations that are expected from me, will there be a sort of training/orientation on how to properly serve in the

5. Other comments and/or ideas as to how you as a member of the Commission could benefit the City of Coachella.

I just believe that having a range of background [educational, experience, and age] can benefit our community, so everyone feels represented.

- Thank you!

Signature 

Date 02-03-23

Note: Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Oscar Fonseca

ADDRESS: 48944 Chichen Itza Rd. Coachella Ca 92236

TELEPHONE: 760.902.6979 E-MAIL: o.fonseca109@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

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PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

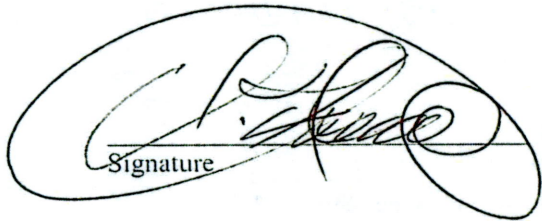
1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

3. What special qualities can you bring to the Commission?

4. Do you have any questions or comments about the Commission's structure or functions?

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.



Signature

1/9/2023
Date

.....
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Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)

City of Coachella Planning Commission Application

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am Oscar Fonseca, Career Counselor at California State University, San Bernardino- Palm Desert Campus (CSUSB-PDC). I have over fifteen (15) years of experience developing community engagement programs and evaluating and balancing budgets. I am also a connector of young professionals to local industries in our community. I have established relationships with local community, business, and civic leaders that can attest that I have the best interest to make our community the gold standard across our state. I have worked with College of the Desert and Big Brothers Big Sisters of the Desert and am a Co-founder of OneFuture Coachella Valley. That is why in my humble opinion, I believe I should be appointed.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goal must be to find ways to work collaboratively with the other commissioners in the best interests of the residents of the City of Coachella to have a transparent approach to everyday city business. My vision as a commissioner will always be to have honor and commitment to the city's residents that I will serve.

3. What special qualities can you bring to the Commission?

The qualification that I can bring to the Commission are as follows:

- Budget Analysis
- Program Development
- Strategic Planning
- Community Engagement
- Connector
- Expert Networker

4. Do you have any questions or comments about the Commission's structure or functions?

I am more than willing to work with the rest of the commissioners for the benefit of the residents of the City of Coachella.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

I am interested in further engaging the youth of our community to be even more connected and committed to the planning of our city. We need to find ways to make a more significant personal investment in our city's youth. Scholarships and financial literacy will work, but my vision is to find ways for our families to invest emotionally in our town.



CITY OF COACHELLA

COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Friday, February 3, 2023

Application must be received by the deadline in order to be considered

NAME: Andrew Gallegos

ADDRESS: 49-615 Cesar Chavez St. Spc. 107, Coachella, CA 92316

TELEPHONE: 760-574-9283

E-MAIL: SirKnightandrew1980@gmail.com

(PLEASE CIRCLE THE COMMITTEE YOU ARE APPLYING FOR TO AVOID APPLICATION DELAY OR REJECTION)

PLANNING COMMISSION COMMITTEE

CULTURAL & ARTS COMMITTEE

PARKS AND RECREATION COMMITTEE

UTILITY USERS TAX CITIZENS OVERSIGHT COMMITTEE

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....
PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I have been helping out the City of Coachella for many years with the Knights of Columbus and Fish Food Bank. I am currently on the Cultural and Arts Commission.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals are to better the City with projects the citizens of Coachella would like to see. I would set

a due date to accomplish all goals for the city.

3. What special qualities can you bring to the Commission?


My special qualities are working with non profit charities on a local level or state level. I have been a part of a non-profit organization for 15+ years. I can bring many organizations to help out with our Planning Commission.

4. Do you have any questions or comments about the Commission's structure or functions?

None as of now.

5. Other comments and/or ideas as to how you as a member of the Commission could benefit the City of Coachella.

The city will benefit from the knowledge that I carry and the fight that I will bring to our community.


Signature

1-22-2023
Date

Note: Members of commissions shall be appointed for four year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application deadline is 6:00 p.m. on Monday, February 14, 2022
Application must be received by the deadline in order to be considered

NAME: Ventura Gutierrez

ADDRESS: 52-754 Calle Avila, Coachella

TELEPHONE: 442-270-4522 E-MAIL: asambleanam52@live.com.mx

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am a former President of the Commission and current alternate commissioner. A life long resident of Coachella and retired school teacher from the CVUSD.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I feel that the top priority for the Commission should be the review of the General Plan by the Commission members. Then a special joint session with the City Council members to set goals and objectives within a short, middle and long term work plan for the City.

3. What special qualities can you bring to the Commission?

The knowledge and experience I have acquired over the years as a resident of Coachella and being a member of the Commission.

4. Do you have any questions or comments about the Commission's structure or functions?

None. My experience has been a positive one working w/ past and current members.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

One of several priorities I would like to propose is that the planning commission and the City should work towards setting up a joint powers agreement between the City, CVSD, JFT, CVWD, Riverside relative to planning & development.

Kristina M. Glavin
Signature

01-19-2023
Date

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Andrea Carranza, Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

acarranza@coachella.org

(Revised 01-05-2022)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

Application **deadline** is **6:00 p.m.** on **Monday, February 14, 2022**
Application must be received by the deadline in order to be considered

NAME: Miguel Leal

ADDRESS: 50-595 Chiapas Dr. Coachella Ca. 92236

TELEPHONE: 760-296-8068 **E-MAIL:** lealmiky8301@gmail.com

To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Former Planning Commissioner member for the past 3 years for the City of Coachella

Architectural Designer & active member of the Community

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

My goal is to continue seen new projects coming to the City of Coachella that will benefit the community in a positive way and to follow all codes and regulations.

3. What special qualities can you bring to the Commission?

Team work, work ethic

4. Do you have any questions or comments about the Commission's structure or functions?

No questions or comments.

5. Other comments and/or ideas as to how you as a member of the Planning Commission could benefit the City of Coachella.

As Member of the Planning Commission I will like to see a closer relationship with all
City Departments, to better serve the Residents of the City of Coachella.

Miguel Leal
Signature

02-02-2023
Date

.....
Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

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(Revised 01-05-2022)



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Cástulo Estrada, Utilities Manager

SUBJECT: Authorize the City Manager to Execute a Professional Services Agreement with Dokken Engineering for the Grapefruit/Airport Boulevard Crossing Water Transmission Main Project for the amount of \$413,028.00

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute a Professional Services Agreement with Dokken Engineering for the Grapefruit/Airport Boulevard Crossing Water Transmission Main Project for \$413,028.00

BACKGROUND:

The Project is generally located on Grapefruit Blvd between Ave 54 and Palm Street and a section, which crosses the Union Pacific Railroad, the Whitewater River and other private property north of Airport Blvd and a portion on Airport Blvd between the Whitewater River and Desert Cactus Dr.

The proposed scope of work includes the environmental clearance, right of way acquisition, and preparation of plans, specifications, and engineer's estimate for the construction of a watermain to be carried on Grapefruit Blvd and Airport Blvd between Ave 54 and Desert Cactus Dr.

The project will be broken into two phases; the first phase is from Avenue 54 to Palm Drive and the second phase from Palm Drive to Desert Cactus Drive. The project will be designed to comply with City of Coachella, County of Riverside, Caltrans and FHWA standards.

- Phase 1: Estimated planning costs \$150,605.00
- Phase 2: Estimated planning costs \$262,423.00

DISCUSSION:

On June 28, 2022 after having issued a Request for Proposals the Coachella Valley Water District approved and authorized the execution of a Professional Services Agreement with Dokken Engineering for the planning of a project that includes a similar crossing along the Union Pacific Railroad, the Whitewater River and other private property.

It is extremely critical for the City of Coachella and its Utilities to make this crossing as well and provide strategic infrastructure investment and management as the City continues to develop east of the Whitewater River.

It is the recommendation of staff to award a Professional Services Agreement to Dokken Engineering to ensure that a City owned water pipeline is constructed in conjunction with the CVWD crossing.

Dokken Engineering has already completed several preliminary tasks that present a cost savings reflected in the cost proposal. These include the following:

- Dokken has already discussed the project alignment with property owners and received feedback regarding pipeline location. Having this working relationship with property owners will benefit the City and reduce the effort of multiple consultants talking with property owners.
- ROW acquisition can be accomplished concurrent with CVWD. Appraisals and right of way acquisition can be done concurrent, ultimately saving the City money. The property owner will only need to deal with one consultant.
- A UPRR Utility License is required to cross the UPRR tracks. Dokken will be working with UPRR for the CVWD crossing, adding the City crossing to the UPRR submittals is minor in nature as the discussions/submittals with UPRR will already be underway.
- Dokken has vetted out the alignment under the Coachella Stormwater Channel. The City line can run parallel to the CVWD line and initial alignment work is not needed.
- Easements for the City line will be required under the Coachella Stormwater Channel. Dokken is working directly with CVWD and can coordinate with CVWD staff to obtain these easements in an expedited manner.
- Geotechnical investigations have already been conducted for the CVWD line (for the section that crosses UPRR and the channel), these investigations can be used for the City line and no additional borings will be required for the City line.
- Utility potholing will be conducted for the CVWD line (for the section that crosses UPRR and the channel), these potholes can be used for the City line and no additional potholes will be required for the City line.
- A Section 1602 Lake and Streambed Alteration Agreement is required for the CVWD line. Dokken is already preparing this permit application for CVWD and adding the City to the agreement is not an added cost and City would not have to get this permit separately.

It is also important to note that this project including the crossing along the Union Pacific Railroad and the Whitewater River is required in order to serve water to the proposed Coachella Airport

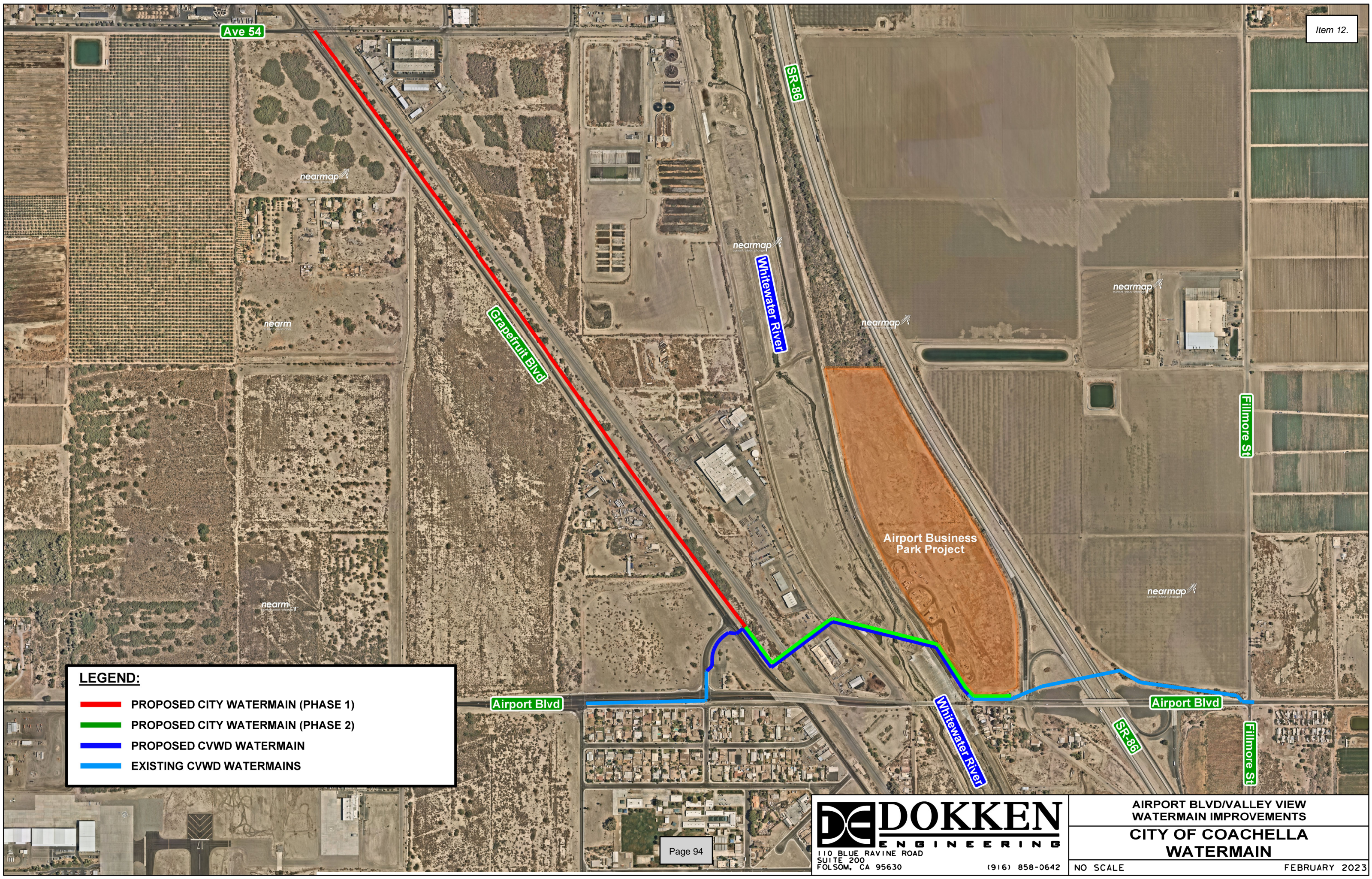
Business Park development which proposes approximately 624,150 square feet of commercial and industrial buildings on 42.69 acres. Initial conversations have taken place between the developer's representatives and the City and have discussed the cost sharing responsibilities of this project which will be further defined in the future through an agreement.

FISCAL IMPACT:

This project was not included in the 2022-23 CIP Budget. An appropriation of \$413,028 from fund 177 is required. Funds are available from the Water Connection reserves.

ATTACHMENTS:

1. Coachella Scope and Fee Proposal
2. City of Coachella Watermain Project Overview Exhibit
3. PSA Template



LEGEND:

- PROPOSED CITY WATERMAIN (PHASE 1)
- PROPOSED CITY WATERMAIN (PHASE 2)
- PROPOSED CVWD WATERMAIN
- EXISTING CVWD WATERMAINS

DE DOKKEN
ENGINEERING

110 BLUE RAVINE ROAD
SUITE 200
FOLSOM, CA 95630

(916) 858-0642

AIRPORT BLVD/VALLEY VIEW
WATERMAIN IMPROVEMENTS
CITY OF COACHELLA
WATERMAIN

NO SCALE

FEBRUARY 2023

[[[MODEL AGREEMENT– REMOVE THIS TITLE WHEN USED]]]

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and [__INSERT NAME__], a [__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__] with its principal place of business at [__INSERT ADDRESS__] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the [__INSERT NAME OF PROJECT__] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [__INSERT TYPE OF SERVICES__] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [__INSERT START DATE__] to [__INSERT ENDING DATE__], unless earlier terminated as

provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. *****INSERT IF DESIRED BY CITY:** City alone (not the Consultant) shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “C” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.***]

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant

cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [___INSERT NAMES___].

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

3.2.10.3 Professional Liability. **[INCLUDE ONLY IF APPLICABLE - DELETE OTHERWISE]** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 **[INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE]** per claim, and shall be endorsed to include contractual liability.

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of City's [__INSERT TITLE__]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. [__INSERT "IF" OR "SINCE" AS APPLICABLE__] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [__INSERT "IF" OR "SINCE" AS APPLICABLE__] the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

<u>City</u> City of Coachella 1515 Sixth Street Coachella, CA 92236 Attn: [INSERT NAME]	<u>Consultant</u> [__ INSERT NAME __] [__ INSERT ADDRESS __] [__ INSERT ADDRESS __] Attn: [__ INSERT NAME __]
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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents &

Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

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

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

[INSERT CONSULTANT'S NAME]

By: _____
Gene Rogers
Interim City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

[or]

By: _____
Eduardo Garcia
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

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

EXHIBIT “A”
SCOPE OF SERVICES
[INSERT SCOPE]

EXHIBIT "B"
SCHEDULE OF SERVICES
[INSERT SCHEDULE]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize an Operating Agreement with Bound Corporation for Scooters and E-Bikes

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorize an Operating Agreement with Bound Corporation to administer and operate a stand-up electric scooter and electric bike sharing system in the City of Coachella.

BACKGROUND:

On September 19, 2018, the State of California enacted new laws regarding motorized scooters. Assembly Bill No. 2989 amended Section 21235 of the California Vehicle Code, which includes, but is not limited to, the following new laws:

- A motorized scooter cannot operate on a roadway with a speed limit in excess of 25 miles per hour (mph), unless within a Class II bike lane or Class IV bikeway.
- A motorized scooter may operate on a roadway with a speed limit greater than 25 mph, but less than 35 mph if authorized via ordinance or resolution by the City Council.
- A motorized scooter cannot operate upon a sidewalk, except as necessary to enter or leave adjacent property.
- A motorized scooter cannot be placed laying on its side on a sidewalk, or park a motorized scooter on a sidewalk in any other position that obstructs a pedestrian's path of travel.
- No person under 18 years of age shall operate a motorized scooter without a properly fitted and fastened bicycle helmet.
- No person without a valid driver's license or instruction permit shall operate a motorized scooter.

Please note that under a separate State law (Vehicle Code 22411) no person shall operate a motorized scooter at a speed in excess of 15 mph.

Currently, the City does not have any applicable municipal code related to Neighborhood Electric Vehicles (NEV) or Low Speed Vehicles (LSV). In January 2016, the Coachella Valley Association of Governments (CVAG) completed a Neighborhood Electric Vehicle (NEV) Plan that proposed a network of NEV routes along surface streets and along rights-of-ways that can be used for paths. The NEV plan describes the specific duties required of NEV operators, the current state of NEV development, and the future incorporation of NEV infrastructure in the Coachella Valley region.

DISCUSSION/ANALYSIS:

On March 18, 2021, the City of Coachella Economic Development and Planning Subcommittee approved the first draft Pilot Operating Agreement that administers and manages a stand-up electric scooter-sharing program in the City of Coachella. The program will consist of a 12-month period in which Bound Corporation will launch 100 electric scooters and 50 electric bikes in strategic locations identified by Bound Corporation and City Staff based on various factors, such as population density, access to bike lanes and pedestrian pathways, commercial and retail accessibility, etc. The Company will be responsible for all maintenance, operations and will indemnify the City of any liability. The Company will provide 24-hour customer service for safety concerns and complaints, along with some general ride activity data to improve our Active Transportation Plan (ATP).

ALTERNATIVES:

1. Recommend no action
2. Provide alternative direction

FISCAL IMPACT:

If the City Council approves the recommendation, there is no fiscal impact to the General Fund.

ATTACHMENT(S):

Operating Agreement with the City of Coachella and Bound Corporation

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement is entered into on , and is between Bound Corporation, a California limited liability company located at 45116 Commerce St, Ste 15, Indio, CA 92201 (the “**Company**”), and the City of Coachella, located at 53990 Enterprise Way, Coachella, CA 92236 (the “**City**”). Company and City may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. Purpose

The Parties wish to establish interim rules and regulations governing the pilot operation of a stand-up electric scooters and e-bikes sharing system within the City (the “**Pilot**”), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights- of-way in the City.

2. Scope and Term, and Termination

This agreement applies to the proposed deployment of stand-up electric scooters and e-bikes sharing systems within City’s jurisdictional boundaries.

The term of this agreement begins on March 1, 2023, and will continue for a term of twelve (12) months and expires on March 1, 2024 (the “**Term**”). The Term is renewable for an additional twelve (12)-month period upon the request by written notice from the Company to the City at least ninety (90) days prior to the end of the Term and the City shall respond to the Company within thirty (30) days from the date of the Company’s written renewal request regarding whether it intends to renew the Agreement for an additional twelve (12)-month period.

Either Party may terminate this agreement for any reason upon thirty (30)-days’ written notice (e-mail will suffice) to the other Party (“**Termination Notice**”). The Termination Notice must include the date the notice was sent, a reason for termination, be signed by the party who signed the agreement.

Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.

Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3. Procedures

The Company shall comply with all the laws and regulations under the State of California Assembly Bill No. 2989, which amended Section 21235 of the California Vehicle Code and California Vehicle Code 22411, which states no person shall operate a motorized scooter at a speed more than 15 mph.

4. Operating Regulations

The Company, or its service providers, agents or assigns, shall be responsible for operating a stand-up electric scooters and e-bikes sharing program in the City that complies with the below requirements:

- a. Stand-up electric scooter means a device weighing less than 150 pounds, that has (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- b. E-bike means a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.
- c. Except as otherwise provided herein, City shall regulate the operation of stand-up electric scooters and e-bikes in a manner no more restrictive than the City's regulation of bicycles.
- d. Stand-up electric scooters and e-bikes are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters and e-bikes are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters and e-bikes shall be 18 or older. Users of stand-up electric scooters and e-bikes who violate these provisions may be fined by City consistent with fines for cyclists.
- e. Company shall provide easily visible contact information, including toll-free phone number or e-mail address on each stand-up electric scooters or e-bikes for members of the public to make relocation requests or to report other issues with devices.
- f. Hours of operation when the Company's stand-up electric scooters and e-bikes will be made available to rent 24 hours a day.
- g. Company shall provide a minimum of 100 vehicles at launch.
- h. When at cap, the Company is permitted to increase its fleet size monthly if the Company's fleet provides an average of more than two rides per stand-up electric scooter or e-bike per day within that zone. City may request data from Company monthly to determine and demonstrate the utilization rate of vehicles in Company's fleet, pursuant to Section 7.

5. Parking

- a. The Company shall require users of stand-up electric scooters and e-bikes to park the vehicles upright and in the designated parking locations near the street corners.
- b. The Company shall require users to park stand-up electric scooters and e-bikes in a way that will not block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. The Company shall require users to park stand-up electric scooters and e-bikes in a way that will not impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. The Company shall require users to not park stand-up electric scooters and e-bikes in a way that will impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. The Company shall allow users to park stand-up electric scooters and e-bikes on blocks without sidewalks only if the travel lane(s) and the 6-foot pedestrian clear zone are not impeded.
- f. The Company shall require users to not park stand-up electric scooters and e-bikes in street corners directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zones;
 - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways and driveways.
- g. The Company shall require users to take a photo whenever they park their stand-up electric scooters or e-bikes at the end of a ride.
- h. Company may stage its stand-up electric scooters and e-bikes in permitted parking areas as described in this section. To the extent Company desires to stage stand-up electric scooters and e-bikes in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

6. Operations

- a. The Company shall maintain 24-hour customer service for users to report safety concerns, complaints, or to ask questions. Company shall maintain a website, call center, or mobile app customer service interface that is available 24 hours a day, seven days a week. The aforementioned must be compliant with the Americans with Disabilities Act.
- b. If any safety or maintenance issue is reported for a specific stand-up electric scooter or e-bike, that vehicle shall be made unavailable to users and shall be removed as soon as possible.
- c. Any inoperable or unsafe vehicle shall be repaired before it is put back into service. Company shall respond to reports of incorrectly parked vehicles.
- d. Company shall provide notice to all users that:
 - i. stand-up electric scooters and e-bikes are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. stand-up electric scooters and e-bikes are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in the designated areas in street corners; and
 - v. Riding responsibly is encouraged.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of the City on any vehicle, provided that, to ensure the users' privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as a Mobility Data Specification;
- b. any such data provided shall be treated as trade secret and proprietary business information of the Company, shall not be shared to third parties without the Company's prior written consent, and shall not be treated as owned by the City;
- c. such data shall be considered personally identifiable information and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of the City's or the City's employees', agents' or affiliates' negligence or willful misconduct. The City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential, or punitive damages. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on the City properly notifying Company promptly following receipt or notice of any claim. Company shall have sole control of any defense. City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

9. Insurance

Company shall provide City with proof of insurance coverage for the operation of stand-up electric scooters and e-bikes in the jurisdiction of the City, including: (a) Commercial General Liability insurance coverage with a limit of no less than \$ 2,000,000.00 each occurrence and (b) Automobile Insurance Coverage with a limit of no less than \$1,000,000.00 each occurrence; (c) Umbrella or Excess Liability coverage with a limit of no less than \$2,000,000. 00 each occurrence; and (d) where Company employs persons within the City, Worker's Compensation coverage of no less than the statutory requirement.

10. Notices

All notices hereunder shall be in writing, emailed, or mailed by registered or certified mail postage prepaid, or by an overnight delivery service with proof of delivery, to the respective parties at the addresses as follows:

To the Company:

Bound Corporation
45116 Commerce St Ste 15
Indio, CA 92201
Attn: Juan Guevara-Diaz
Phone: (760) 989-9548
Email: juanguelvara119@yahoo.com

To the City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Gabriel Martin, Economic Development
Director
Phone: (760) 398-3502
Email: gmartin@coachella.org

Notices will be deemed given at the time of actual delivery in person, immediately upon sending for email, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

11. Assignment and Exclusivity

- a. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred to any other party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party. Any assignment in violation of the foregoing will be null and void.
- b. No exclusivity is imputed or implied as to the market for shared mobility services generally, and this agreement and designation shall not apply to the operation of any shared mobility service with any vehicle other than Stand-up electric scooters.

12. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Entire Agreement. This Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

14. Non-Disparagement. During the Term and after, the parties agree to not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or make any negative statement regarding the personal or business reputation, practices, or conduct of the other party. The parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, board members, industry analysts, competitors, auditors, strategic partners, vendors, and clients.

15. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation acts of God, flood, fire or explosion, war, invasion, riot or other civil unrest, actions, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, epidemic, any other event which is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**"). During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The impacted party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure

Event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the impacted party's failure or delay remains uncured for 30 consecutive days following written notice given by it under this section, either Party may thereafter terminate this Agreement upon 5 days' written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Bound Mobility LLC

City of Coachella

By: _____

By: _____

Name: Juan Guevara-Diaz

Name: _____

Title: _____

Title: _____



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Coachella Entertainment Park (EP No. 22-01 36-Month Renewal Request)

SPECIFICS: Adopt Resolution No. 2023-09 approving a renewal of Entertainment Permit No. 22-01 for the Coachella Entertainment Park outdoor entertainment venue located on a 1.24 acre site at 85-994 Grapefruit Blvd (APN# 778-030-005 and 778-180-001). Applicant: Nicolas Meza

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission adopt Resolution No. PC 2023-09 approving the renewal of Entertainment Permit No. 22-01, pursuant to the findings and conditions of approval contained in the attached resolution.

BACKGROUND:

The subject site is a 1.24 acre vacant property at 85-994 Grapefruit Blvd, adjacent to the Union Pacific Railroad, that was the previous location of the H & H Lumber business. The previous business consisted of a large shade structure, chain link and metal panel fencing, and outdoor storage of lumber materials. The site is nearby the Downtown Core, which in the General Plan 2035 is intended to provide a convenient and congenial environment for everyday shopping and dining, and brings the community together in a one-of-a-kind Coachella center that is the civic heart of the City. The physical character of the Downtown Center of the General Plan intends for plazas and squares that punctuate the network of streets, providing larger, comfortable spaces for formal and informal gathering, outdoor dining, public markets and special events. The applicant, Nicolas Meza, has operated the site as the Coachella Entertainment Park for approximately one-year subject to the Entertainment Permit No. 22-01 and has operated such use consistent with the General Plan Vision of the Downtown Core as a place for public markets and special events as a special event center, subject the approval of an entertainment permit.

Entertainment permits are permitted under Chapter 5.24 of the Coachella Municipal Code under Title 5 (Business Licenses and Regulations). Application for an entertainment permit require an investigation of the application by the City Manager and consideration of the proposal at a public hearing by the City Council. If the City elects to grant the entertainment permit, it may impose conditions that include:

1. The days and hours during which the entertainment establishment may operate.

2. The total number of persons including employees and entertainers allowed during its operation.
3. Traffic control measures including the number of parking spaces required for the entertainment establishment.
4. Noise control measures required in the entertainment establishment.
5. Security or safety measures of the patrons, employees, neighbors and general public of the entertainment establishment, including the number of security personnel which may be altered by the chief of police.
6. The placement and utilization of hand-held metal detectors at each entrance to the entertainment establishment for the purpose of ascertaining and removal of weapons from each and every person entering the entertainment establishment to the satisfaction of the chief of police.

DISCUSSION/ANALYSIS:

The applicant, Nicolas Meza, currently holds a City approved entertainment permit to allow the operation of an outdoor entertainment venue on a 1.24 acre site at 85-994 Grapefruit Blvd. The zoning designation of the commercial center where the store is proposed is within the M-S (Manufacturing Service). The entertainment venue accommodates a range of events that could occur up to 7 days a week and may include, but not limited to:

- Outdoor vendor markets
- Food fairs
- Concerts
- Site rental for private special events, including weddings, quinceaneras, and birthday parties.
- Exhibitions
- Equestrian demonstrations

The applicant hosts events centered that provide opportunities for small business vendors that may not have a brick and mortar establishment with exposure at an accessible venue to sell retail products or food. The applicant held multiple events over the past year, which included small vendor open-air markets, staging for the Run with Los Muertos community procession, community fundraisers, and concerts. The applicant also regularly hosts a food vendor in a converted shipping container that is open to the public. The applicant also accommodated parking for the City's groundbreaking ceremony of the Urban Greening program for Grapefruit Blvd. The applicant regularly communicated with the Development Serviced Department staff regarding upcoming events. A special event permit was obtained by Promo VIP Promotions for a large concert event on January 20, 2023 for 500 attendees as is required by the entertainment permit for large events. Alcohol permits were obtained through the Department of Alcohol Beverage Control (ABC) and the Coachella Police monitored the event with no reported issues.

The applicant does not charge an parking fee for most events but is permitted to charge paid entry and paid on-site parking for large-scale events. The use of amplified music is proposed for concert

and special events. The applicant is required to comply with the requirements of the Coachella Municipal Code noise control ordinance.



Coachella Entertainment Park location

Staff contacted the Lieutenant Vasquez with the Riverside County Sheriff regarding any concerns for the proposed business that the City Council may want to consider when making findings or including conditions of approval for the entertainment permit. Lieutenant Vasquez did not identify any concerns with the business and does not recommend any conditions of approval.

Hours of Operation:

The applicant has not indicated specific hours of operation for the entertainment venue, but is conditioned to end all events by 2 A.M. Any alcohol service last call shall occur by 1:30 A.M.

Environmental Setting:

The subject site is a vacant site that is substantially surrounded by urban uses, with adjoining zoning and land uses as follows:

North: Feed Lot / (M-S, Manufacturing Service)

South: Vacant / (M-S, Manufacturing Service)

East: Union Pacific Railroad and Agricultural Uses/ (M-S, Manufacturing Service)

West: Coachella Bar and Auto repair businesses/ (C-G, General Commercial)

Site Plan / Parking and Circulation:

The site consists of minimal improvements consisting of low level fencing with vine landscaping and citrus trees in planters. Compacted decomposed granite has been applied to the site as groundcover to provide a walkable surface and assist with dust control. On-Site parking is proposed, consisting of 78 parking spaces, accessed from an existing 29 foot wide driveway from Grapefruit Boulevard. 6 ADA parking spaces are located near the event location entrance. The surface of the parking lots would remain as compacted decomposed granite and the applicant is required to employ dust control measures to minimize “fugitive dust”. There are no specific parking standards identified in the Zoning Ordinance for outdoor entertainment or assembly venues without fixed seating. The manufacturing service zone parking standards apply to square foot of building area or storage area. The applicant will not charge for on-site parking for routine public events, but intends to do so for large concert events. Staff does not recommend any changes to the existing on-site parking plan. The City Council is able to establish a parking standard for this permit.

The event area consist of largely open space enclosed by fencing. Two shipping containers have been repurposed to serve as a food vending location, a bar, and restroom facilities. An eating area is located in a 43 ft by 126 ft area demarcated by railroad ties and large wooden cable spools that serve as tables for dining. A low 3 foot high stage for event performances is located toward the Northeast of the venue. A secondary driveway is also available at the northwest portion of the site that provides access for event operations and vendors.

Security:

The applicant proposes the use of on-site licensed security for public events. A condition of approval of the permit requires licensed security for events that exceed 50 guests or when alcohol is served. All private events that lease from the applicant will be required to use licensed security. The applicant is required to increase security personnel based on recommendations by the City Manager or Coachella Police.

ENVIRONMENTAL REVIEW:

Staff has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Existing Facilities” (CEQA Guidelines, Section 15301). The proposed project consists of the operation, licensing and minor alteration of an existing location involving no expansion of existing or former commercial use on the property. The subject site has been used for manufacturing zone related uses and no expansions of floor area are proposed.

FISCAL IMPACT:

As conditioned, the proposed Entertainment Permit would not have any fiscal impacts upon the City of Coachella finances. There are no additional fees collected for this type of business other than normal licensing fees for the business.

ALTERNATIVES:

- 1) Adopt Resolution No. 2023-09 approving 36-month renewal of Entertainment Permit 22-01 with the staff recommendations.
- 2) Approve the Entertainment Permit renewal with new or modified conditions of approval.
- 3) Make findings and Deny the Entertainment Permit renewal.
- 4) Continue the item and provide staff direction.

RECOMMENDED ALTERNATIVE

Based on the analysis contained herein and the findings listed below, staff is recommending that the City Council approve Alternative #1 that would renew the entertainment permit until March 23, 2026.

Attachments:

1. Resolution No. PC 2023-09
2. Vicinity Map
3. Site Plan
4. Existing Photos
5. Applicant Narrative and Leasable Area

RESOLUTION NO. PC 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A THREE-YEAR RENEWAL OF ENTERTAINMENT PERMIT NO. 22-01 TO MARCH 23, 2026 FOR THE COACHELLA ENTERTAINMENT PARK OUTDOOR ENTERTAINMENT VENUE LOCATED ON A 1.24 ACRE SITE AT 85-994 GRAPEFRUIT BLVD (APN# 778-030-005 AND 778-180-001). APPLICANT: NICOLAS MEZA

WHEREAS, Nicolas Meza filed an application for Entertainment Permit No. 22-01 to allow a 1.24 acre outdoor entertainment venue where alcohol is served on a vacant site located at 85-994 Grapefruit Blvd.; Assessor’s Parcel No. 778-030-005 AND 778-180-001 (“Project”); and,

WHEREAS, the City Council conducted a duly noticed public hearing on Entertainment Permit No. 22-01 on March 23, 2022 at the 1515 6th Street, Coachella, California regarding the proposed Project and approved Resolution 2022-33 approving the entertainment permit for 12 months subject to renewal ; and,

WHEREAS, the City Council conducted a duly noticed public hearing on Entertainment Permit No. 22-01 on February 22, 2023 at the 1515 6th Street, Coachella, California regarding the proposed Project to consider a renewal of the permit for a term of three years; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 15.24 of the Coachella Municipal Code.

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 site is adequate in size and shape to accommodate the proposed outdoor entertainment venue with where alcohol is served; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve renewal of Entertainment Permit No. 22-01, subject to the findings and conditions of approval listed below.

FINDINGS FOR APPROVAL OF ENTERTAINMENT PERMIT NO 22-01:

1. The information provided in the application is accurate, complete and truthful, as evidenced by staff and there are no known violations of any laws, ordinances, or regulations related to the applicant's fitness to manage or operate the proposed entertainment venue.
2. The applicant possesses the required moral character to comply with the requirements of Chapter 5.24 and the conditions of approval imposed herein. As conditioned, the proposed added security measures will ensure that the public safety for the business will be maintained to the satisfaction of the Chief of Police. The applicant has operated the entertainment venue successfully for approximately one year with no complaints from the public or concerns from the Code Enforcement Division or the Riverside County Sheriff's Department. The applicant has appropriately applied for special event permits as required by the entertainment permit for large-scale events that may require additional security and traffic control measures.
3. The applicant has sufficient resources and expertise to operate the proposed entertainment venue in a safe, professional and effective manner in accordance with the City's Municipal Code. The owner has successfully operated a similar venue "Coachella Bar" and there have been minimal complaints or calls for services at this establishment. Additionally, the applicant was selected through a Request for Proposals process by the City of Coachella to operate a wine bar and eating establishment in the 6th Street "Old Firehouse" building at 1517 6th Street.
4. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan because the proposed entertainment venue allows the intended physical character to provide a convenient and congenial environment for everyday shopping and dining, the Downtown brings the entire community together in a one-of-a-kind Coachella center that is the civic heart of the City. Entertainment venue will offer unique shopping, dining and event experience for small businesses and the public in the pueblo Viejo area and citywide that accomplished the goals of the General Plan.
6. The City of Coachella has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an "Existing Facilities" project (CEQA Guidelines, Section 15301a). The proposed project consists of the operation, licensing and minor alteration of an existing location involving no expansion of existing or former commercial use on the property. The subject site has been used for manufacturing zone related uses and no expansions of floor area are proposed.

CONDITIONS OF APPROVAL FOR ENTERTAINMENT PERMIT NO. 22-01 (36 MONTH RENEWAL):

1. Entertainment Permit No. 22-01 is an approval for an entertainment venue where alcohol may be served and is permitted until March 23, 2026 and subject to renewal by the City Council. This approval is based on the site plan submitted for the proposed project. Violation of any of the conditions of approval shall be cause for revocation of the Entertainment Permit No. 22-01.
2. Any break in service, meaning the closure of the event venue for a period of 180 consecutive days, will result in the expiration of this Entertainment Permit.
3. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project on the basis of the California Environmental Quality Act (CEQA). The applicant shall execute a standard indemnification agreement subject to review by the City Attorney before any event is held subject to this permit.
4. The use shall meet the standards within the limits established by the Coachella Municipal Code as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation.
5. The applicant shall comply with Noise Control standards of the Municipal Code (Chapter 7.04). Any amplified sound equipment shall be oriented to reduce noise impacts off-site with consultation from the Code Enforcement Manager.
6. Hours of operation for event venue may be from 7:00 a.m. to 2:00 a.m., seven days a week, with last call for alcohol service at 1:30 a.m. The City reserves the right to modify the hours of business operation after 12 months of continuous Entertainment establishment use has lapsed, based on information provided by the Coachella Police regarding calls for service.
7. The applicant shall comply with all requirements imposed by the State Department of Alcoholic Beverage Control.
8. A maximum of 320 guests are permitted on-site for events at any given time. The applicant shall maintain a count of all event participants on-site at all times during events. Event counts for concerts shall be maintained by event staff at the main entrance and made available upon request by the Coachella Police or City Staff.
9. The applicant shall obtain all other applicable permits, if required, from the appropriate agencies (i.e. Fire Department, Building Division, Sheriffs Department, Department of Public Health etc.).
10. Any large scale concert event that involves more than 320 guests shall require consultation with the City Manager or designee to determine if a special event permit will be required through the City Manager's office. Said application and applicable fees shall be submitted

a minimum of five (5) working days, not including days when City Hall is closed, prior to the event.

11. Any signs displayed shall comply with the City of Coachella Sign Ordinance.
12. The permittee shall comply with the Chapter 7.04 of the Coachella Municipal Code, (Noise Control.)
13. Signs advertising brands of alcoholic beverages or the availability of alcoholic beverages at the subject site shall not be visible from the exterior of the building or anywhere off the site.
14. Licensed security guards shall be required for events that exceed 50 guests or when alcohol is served. These guards must possess State of California guard cards issues through the California Department of Consumer Affairs. Additional guards shall be used as needed to adequately patrol the parking areas. The City Manager, Code Enforcement Manager or Chief of Police may modify the entertainment permit security plan as deemed necessary to preserve the safety and welfare of guests and the public.
15. The following preventative measures shall be undertaken to reduce the potential for alcohol-related problems:
 - Food service shall remain available during all hours of operation;
 - Taxicab phone numbers shall be posted in visible locations at all times in the area(s) where alcohol is served;
 - All employees selling or serving alcohol shall be required to participate in an alcohol management training program prior to the operation of selling/serving alcohol; and
 - The availability of a variety of non-alcoholic beverages shall be made known and offered to customers.
16. Management shall patrol the business premises, parking lot, and the surrounding vicinity, including the rear driveway area adjacent to the business, during the entertainment venue operation and until patrons have left the parking area after operation hours. Management shall ensure that no littering, loitering, or consumption of alcohol occurs in and around the property.
17. Any and all weapons shall be prohibited at the premises or on the parking lot of the premises except by those individuals lawfully permitted to possess such.
18. The Chief of Police shall have the authority and power to temporarily close the establishment when it becomes apparent that a situation exists wherein there is a probability that the general welfare and safety of the patrons or of the public may be in jeopardy. If closed under this condition, the premises will not be allowed to reopen before the beginning of regular business hours on the date following the closure.
19. The applicant shall comply with Municipal Code requirements of Chapter 5.24.

20. The applicant shall employ the use of hand-held metal detectors at all entrances if deemed necessary by the Chief of Police to protect the safety and general welfare of patrons or of the public.
21. Entertainment Establishment Permit No. 22-01 shall be valid ~~for 12 months commencing on the first day of the operation. A request for renewal must be submitted by the applicant in order to extend the term of the Permit after the initial term of 12 months has lapsed, at which time the City Council will review compliance with the conditions of approval and consider granting up to a 36-month renewal of the entertainment permit.~~ for a 36 month term to March 23, 2026. Relinquishment of the entertainment permit will require an amendment to this resolution, subject to review by the City Council.
22. Any violation of the above conditions may result in the issuance of citations and fines, and may result in revocation of the Entertainment Establishment Permit.
23. The permittee shall implement and maintain a system by which the permittee separately identifies each and every adult in the entertainment establishment so as to distinguish each adult from any and all minors within the entertainment establishment in the service of alcohol. At a minimum, such system of adult identification shall require the permittee to place a bracelet on either hand of each adult in the entertainment establishment. In addition, the Chief of Police is hereby authorized to require other methods and procedures to be implemented and maintained by any permittee to assure compliance with the requirement that each adult remain separately identified from any minor at the entertainment establishment.
24. ADA accessible restrooms shall be provided and available to use by all guests on-site during events and shall require inspection by the Building Official prior to commencement of events under this entertainment permit.
25. All structures, including stages, tenants, cabanas, and bleachers shall be installed, used and taken down per the engineered specifications stamped by a licensed engineer and on file with the City of Coachella.
26. The applicant shall ensure adequate dust control measures are in place to the satisfaction of the Code Enforcement Manager and the City Engineer. The City Manager, Code Enforcement Manager, or City Engineer may require additional dust control measures as may deemed necessary.
27. On-site event lighting shall be directed away from vehicle and pedestrian traffic on Grapefruit Boulevard.

Fire Department Conditions:

28. Tents and Membrane Structures - Tents in excess of 400 square feet shall not be erected for any purpose without first obtaining approval and a permit from the Office of the Fire Marshal.
29. Temporary Special Event Structures - Temporary special event structures in excess of 400 square feet shall not be erected for any purpose without first obtaining approval and

a permit from the Office of the Fire Marshall and the Riverside County Building and Safety Division.

- 30. Vendor and food concession distribution - The placement and use of cooking appliance shall be approved by the fire code official. Portable fire extinguishers shall be available for cooking operations.
- 31. Hazardous Materials - The storage, use and handling of hazardous materials including liquefied petroleum gas, flammable and combustible liquids will require a permit from the Office of the Fire Marshall.

PASSED APPROVED and ADOPTED this 22rd day of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2023-09 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 22nd day of February 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

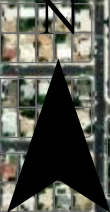


Site

6th Street

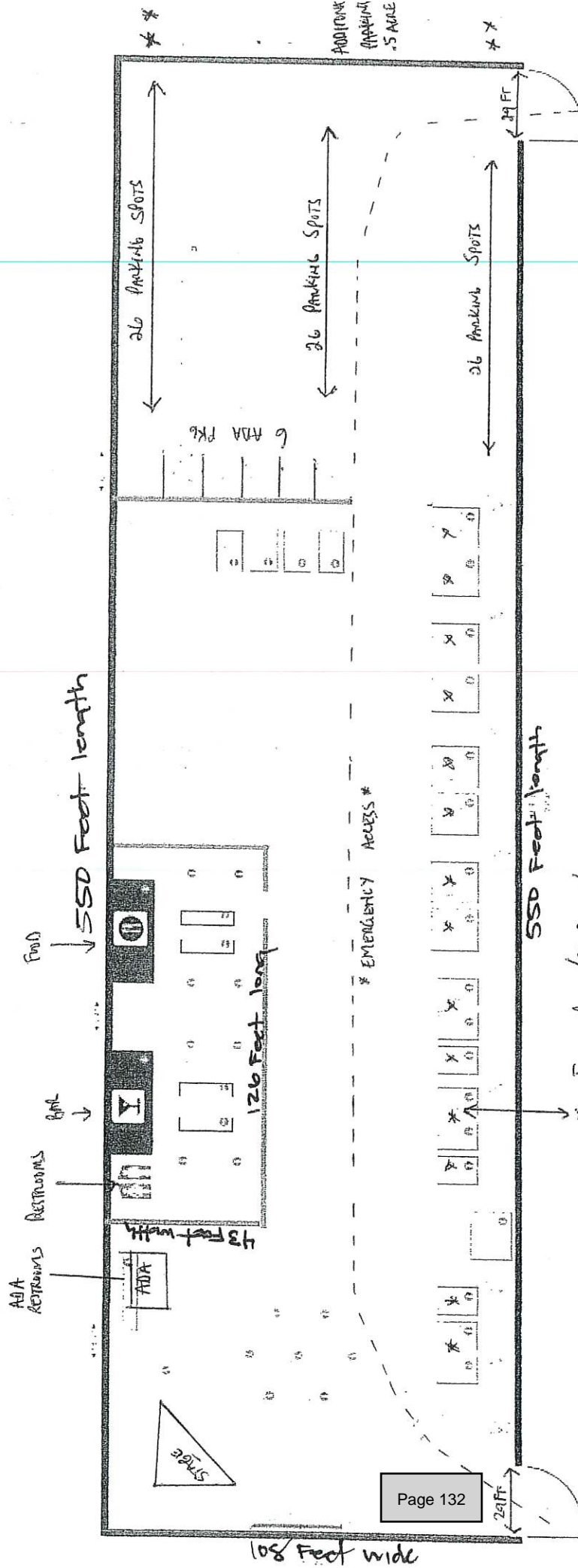
8th Street

Grapefruit Blvd



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

*** Updated ***



- Approx. 78 Parking Spots (10 x 20 ft)
- Food Art Vendors
- Restrooms
- Additional Parking

* - Food - Arts / Crafts Vendors

Existing Conditions Photos



Perimeter Photo of the site showing low level fence, vine landscaping and trees.



On-site improvements- Site groundcover with compacted decomposed granite for event area and parking.

Photos of On-site modified shipping containers for food service and outdoor dining area





View towards northern portion of event venue



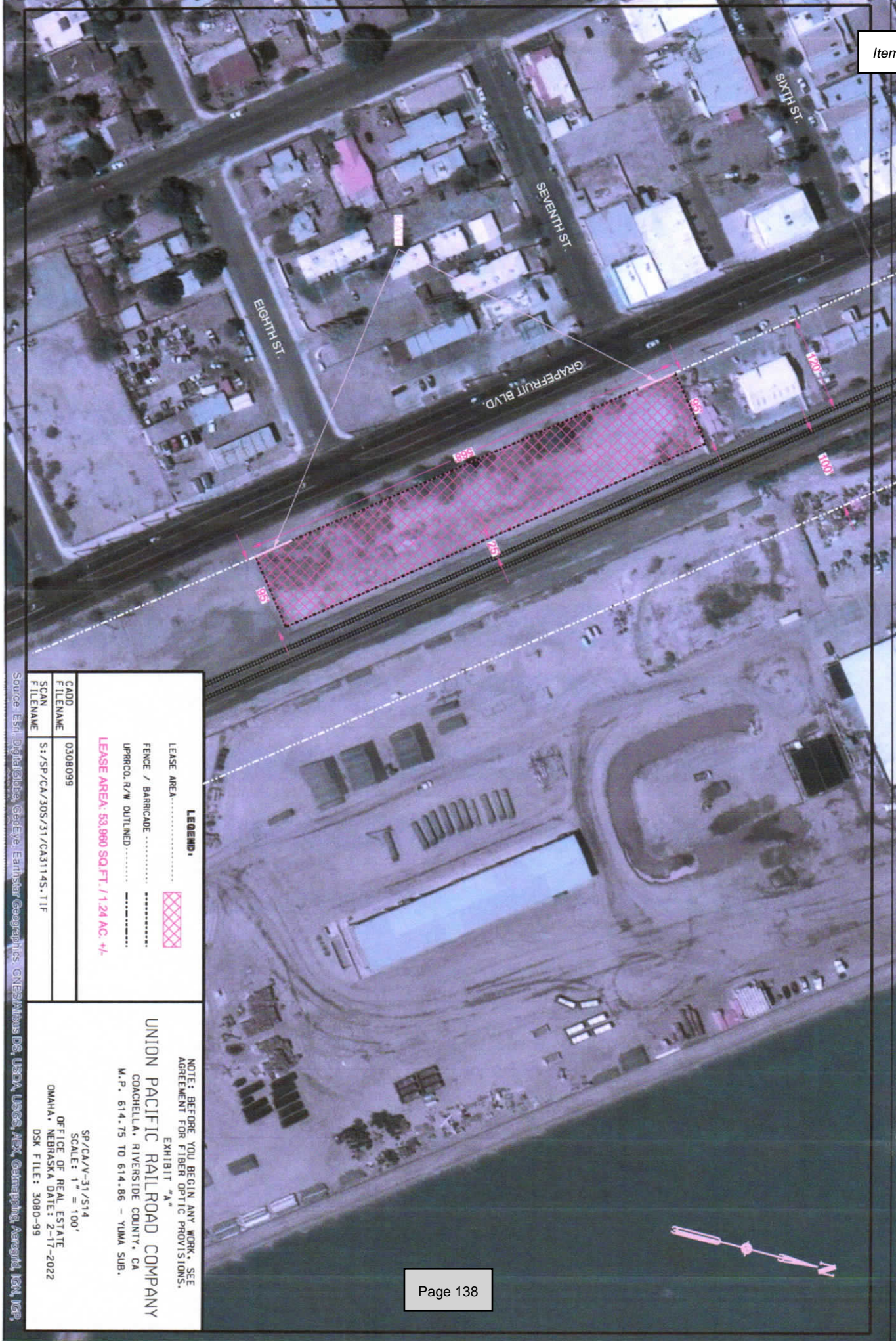
Northern driveway entrance

View of Event Stage Area



The Coachella Entertainment Park located at 85-994 Grapefruit blvd, Coachella Ca. Is an outdoor open space that is approximately 1.23 acres and is completely secured by a chain link fence. The design of this outdoor park will be used for outdoor events that will include food, music and art. The two containers on site can be used as vendor booths and restroom facilities. Both booths are secured and can be moved at any time. The site has two large 29ft gates for emergency vehicle access with onsite parking that can accommodate 90 vehicles including handicap parking.

The design of this location is to bring community events onsite as a family friendly site. As a citizen and business owner of the City of Coachella my goal is to keep the entertainment within our city boundaries. I will welcome any ideas to create a better Coachella entertainment site.



LEGEND	
LEASE AREA	
FENCE / BARRICADE	
UPPRCD. R/W OUTLINED	
LEASE AREA: 53,980 SQ.FT. / 1.24 AC. +/-	
CADD FILENAME	0308099
SCAN FILENAME	S:/SP/CA/305/31/CA31145.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 COACHELLA, RIVERSIDE COUNTY, CA
 M.P. 614.75 TO 614.86 - YUMA SUB.

SP/CA/V-31/S14
 SCALE: 1" = 100'
 OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 2-17-2022
 DSK FILE: 3080-99

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Satcom DS, USDA, AeroGRID, IGN, iGPS



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on February 22, 2023, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), will be held with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed \$40,000,000 in aggregate principal amount (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Tripoli Apartments, a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Tripoli CIC, LP (the "Borrower") or a partnership of which Chelsea Investment Corporation (the "Developer") or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be held in the City Council Chambers, 1515 Sixth Street, Coachella, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, City Clerk, City of Coachella, 1515 Sixth Street, Coachella, California 92236.

Dated: February 13, 2023



STAFF REPORT
2/22/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), on February 22, 2023 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

Adoption of the resolution approves the issuance of the Bonds by the CMFA for the benefit of Tripoli CIC, LP (the “Borrower”) a partnership of which Chelsea Investment Corporation (the "Developer") or a related person to the Developer is the general partner, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

BACKGROUND:

The Borrower, has requested that the CMFA adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series from time to time, and at

no time to exceed \$40,000,000 in aggregate principal amount, to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Coachella must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The California Municipal Finance Authority (CMFA) was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Coachella, have become members of CMFA. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financing.

DISCUSSION/ANALYSIS:

The City has received a request from Chelsea Investment Corporation for the Tripoli CIC, LP, a partnership of which Chelsea Investment Corporation (the “Developer”) or a related person to the Developer is the general partner, has requested that the CMFA adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series from time to time, and at no time to exceed \$40,000,000 in aggregate principal amount, to finance or refinance the acquisition, construction, improvement and equipping of a 108-unit multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Coachella must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

ALTERNATIVES:

1. Adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the proposed issuance of

revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

2. Not Adopt Resolution No. 2023-10 to approve the financing of the Tripoli CIC, LP, (the “Borrower”) by the California Municipal Finance Authority (CMFA) and conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) and the Internal Revenue Code of 1986, as amended (the “Code”), in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000, (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the “Project”).

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Coachella, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

ATTACHMENTS:

1. Resolution No. 2023-10
2. Notice of Public Hearing

RESOLUTION NO. 2023-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF TRIPOLI APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Tripoli CIC, LP (the "Borrower") a partnership of which Chelsea Investment Corporation (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 51392 Cesar Chavez Street, Coachella, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Coachella (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the

applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Coachella this 22nd day of February, 2023.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2023-10 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 22nd day of February, 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela M. Zepeda
City Clerk