

# 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, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY, AND COACHELLA PARKS AND RECREATION FOUNDATION

### October 11, 2023

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

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

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

### • In Real Time:

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

### • In Writing:

Written comments may be submitted to the City Council electronically via email to <u>cityclerk@coachella.org</u>. 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 <u>www.coachella.org</u>, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

### **ROLL CALL:**

### APPROVAL OF AGENDA:

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

### PUBLIC COMMENTS (CLOSED SESSION ITEMS):

### ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)

Title: City Manager Title: City Attorney

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN No. 763-131-078 Agency Negotiator: Gabriel Martin, City Manager Negotiating Parties: Industrial Way Properties Under Negotiation: Price and Terms of Payment

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)

One (1) Potential Case

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)

One (1) Potential Case

### 5. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Attorney Employee Organization: City Manager, Unrepresented

 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956(d)(1)

Maria Guadalupe Ibarra vs. The City of Coachella Riverside County Superior Court, Case No. CVPS 2102983

### **<u>RECONVENE REGULAR MEETING:</u> - 6:00 P.M.**

Agenda Page 3

### PLEDGE OF ALLEGIANCE:

### **CLOSED SESSION ANNOUNCEMENTS:**

### **PROCLAMATIONS/PRESENTATIONS:**

- 7. Presentation on the Services and Programs Provided by the Coachella Valley Braille Institute
- 8. 2023-24 Special Event Calendar
- 9. Civic Center Chambers Rendering and Relocation
- 10. Presentation City of Coachella Home Enhancement Program
- 11. Update on Equity and Social Justice Adhoc Subcommittee
- 12. Small Business Outreach

### WRITTEN COMMUNICATIONS:

- <u>13.</u> a) The Greater Coachella Valley Chamber of Commerce Voice of Business out not + All Valley Mayors Recap
  - b) Coachella Valley Mosquito and Vector Control District New Release on West Nile Virus Detection in the East Valley

c) Per- and Polyfluoroalkyl Substance (PFAS) "Forever" Chemicals Causing Growing Concerns for Municipalities

- d) Lift to Rise in Review Joined U.S. Rep. Raul Ruiz for a Roundtable on Capitol Hill to Address Inequity and Housing Instability
- e) Greater Coachella Valley Chamber of Commerce Partnership Tacos, Tequila, & Chavelas Festival

### 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.)

- 14. Regular Meeting Minutes of September 13, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency
- 15. Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-23 and FY 2023-24 Expenditures as of October 11, 2023, \$3,680,519.84
- 16. Authorization to file a Notice of Completion and Authorize Appropriation of \$56,536.39 from General Fund for the Bagdouma Park Court Improvements City Project P-21, CDBG 4. CO.24-20

Page 3

### Agenda Page 4

- <u>17.</u> Convert Avenue 51 and Mecca Street intersection to a three-way stopped controlled intersection as recommended by the Traffic Memorandum for Stop Warrant Analysis
- 18. Sponsorship of Synergy Music and Arts Festival Event:

a) Sponsorship request from Culturas Music & Arts \$18,600.00 for the 2023 Synergy Music and Arts Festival Event; and

- b) Approval for operation of a beer garden on November 11, 2023 at Dateland Park from 4 pm to midnight.
- 19. Approve Execution of 2023 2025 Memorandum of Understanding between the City of Coachella and Desert Recreation District
- <u>20.</u> Approve Donation of two Teqball Tables and Installation at Bagdouma Park
- 21. Resolution 2023-67 Approving an Engineering Traffic Memorandum and Establishing a Speed Limit Change on Avenue 49 Within the City of Coachella
- 22. Recommend Approval of Memorandum of Understanding for Library Operations at the Coachella Library and Coachella Library Annex between the City of Coachella and County of Riverside
- 23. Approval of the Comparable Housing Analysis and Replacement Housing Valuation per the Uniform Relocation Act for a Maximum Purchase Differential Amount of \$113,000 for the Parcel Located at the Southeast Corner of Avenue 50 and Kenmore Street for the Avenue 50 Widening Project, City Project ST-93
- 24. Authorize the City Manager to Execute a Professional Services Agreement with KOA Corporation in the Amount of \$40,000.00 for the Strategic Growth Council Community Resilience Center Grant Program – Round 1

### NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 25. Resolution No. 2023-65, Acknowledging Receipt of a Report made by the Fire Chief of the Riverside County Fire Department Regarding Compliance with the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code
- 26. Authorize a Grant in the Amount of \$25,000 to the Civil Rights Institute of Inland Southern California to fund an Exhibition by David Bacon Entitled, *Working Coachella: Images of the Farmworker Community in the Coachella Valley*
- 27. Resolution No. 2023-69 Establishing an Adopt-A-Park and Adopt-A-Street Program
- 28. City Council Meetings Discussion

### PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

### PUBLIC COMMENTS (NON-AGENDA ITEMS):

# AgendaCity Council Closed Session and Regular MeetingPage 5

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 <u>www.coachella.org</u>.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

# 2023-24 Special Event Calendar

Sept 17	El Grito
<ul> <li>Sept 30<sup>th</sup></li> </ul>	Community Clean-up & HHW
► Oct 6-27	October Movies in the Park Series (Fridays)
Oct 21st	Tacos, Tequila and Chavelas Festival
► Nov 4 <sup>th</sup>	Run With Los Muertos
► Nov 11 <sup>th</sup>	Veterans Pancake Breakfast
► Nov 11 <sup>th</sup>	Synergy
► Nov 18 <sup>th</sup>	Community Clean-up
► Nov 29 <sup>th</sup>	Tree Lighting
► Dec 8 <sup>th</sup>	Holiday Parade
► February 10 <sup>th</sup>	Community Clean-up & HHW
March 3 – 17	Suavecito Sundays (Sundays only (3))
March 9 <sup>th</sup>	Day of the Young Child
March 23	Coachella Mariachi Festival
► April 6 <sup>th</sup>	Arbor Day
April 6 <sup>st</sup>	Community Clean-up
May 3-24 <sup>th</sup>	May Movies in the Park Series (Friday Page 6
July 3 / 4 / 5	Fourth of July Event

Item 8.

# City of Coachella Council Chamber Renovation Conceptual Design

53990 Enterprise Way, Coachella, CA 92236

# **SVA Architects**

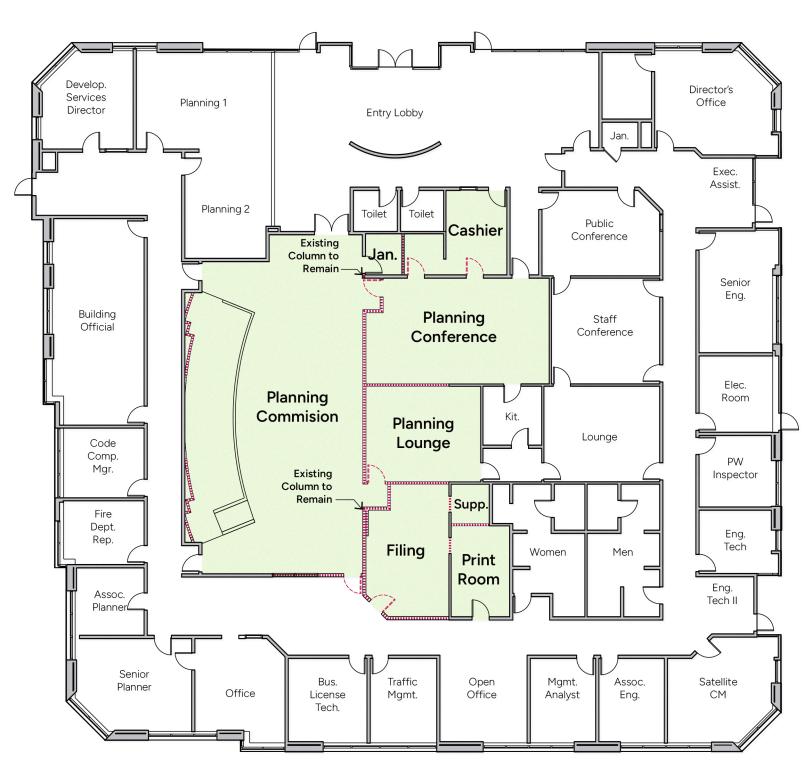
6 Hutton Center Drive Suite 1150 Santa Ana, CA 92707 www.svaarchitects.com

August 10, 2023



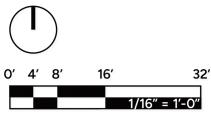
### **City of Coachella Valley - Council Chamber Renovation** City of COACHELLA ₩ 1946

**Existing Conditions & Demolition Plan** 



### Legend

- Area Affected
- Wall to be Demolished .....
- Door to be Demolished  $\sum$



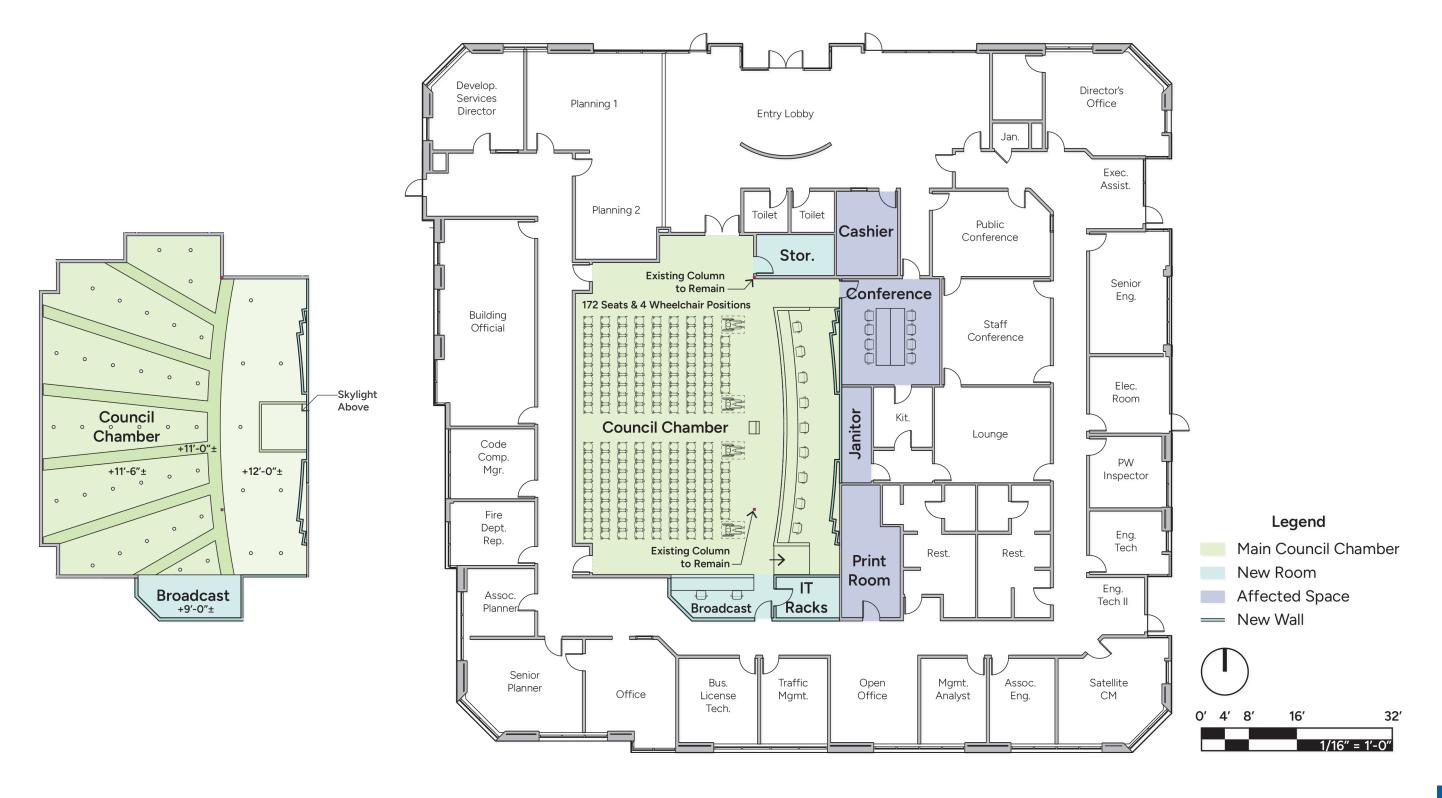


## **City of Coachella Valley - Council Chamber Renovation** COACHELLA

Conceptual Floor Plan & Partial Reflected Ceiling Plan

City of

1946



Item 9.



AUGUST 10, 2023

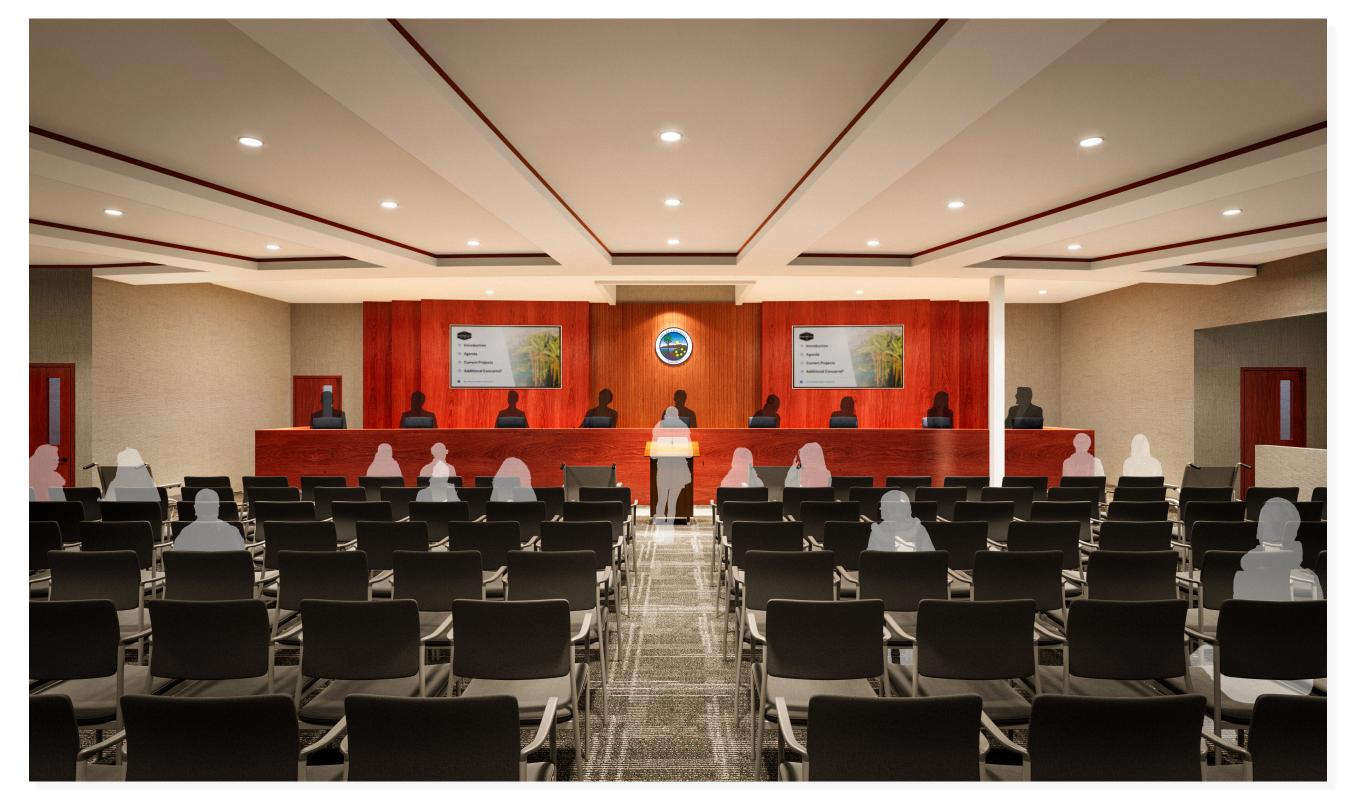






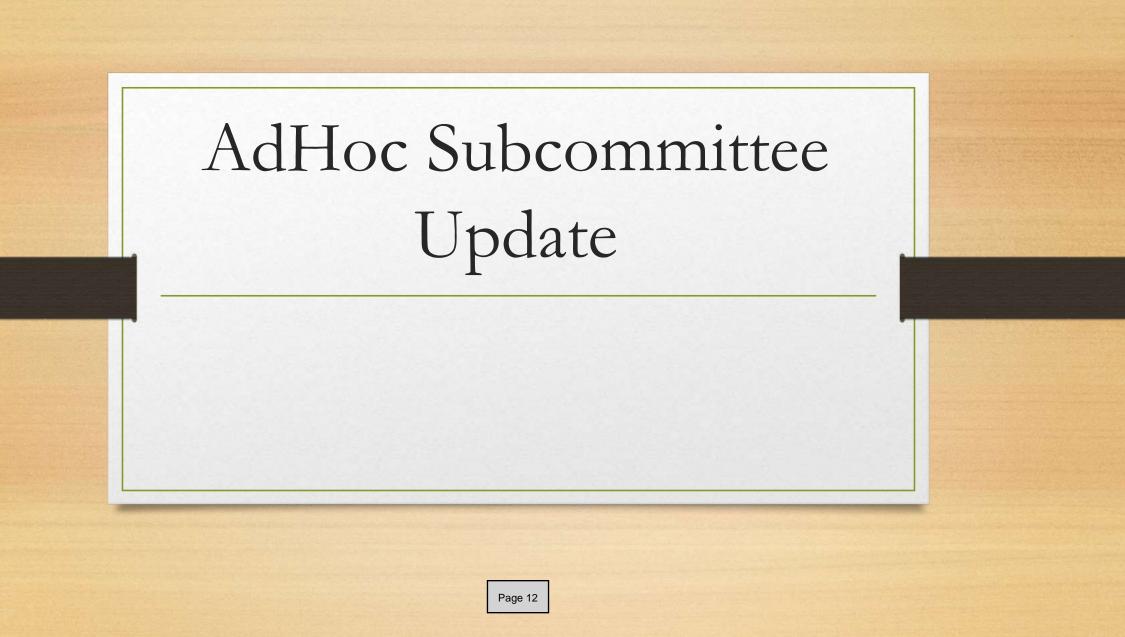
AUGUST 10, 2023







AUGUST 10, 2023



Item 11.

# Adhoc Committee Application Period

Item 11.

- No applications be been received to date.
- It is recommended that the application period be extended thru November 1<sup>st</sup> and revise Adhoc Committee Name to
  - Social Justice and Public Safety Adhoc Subcommittee

# Adhoc Subcommittee Solicitations

Item 11.

- The Center
- Greater Coachella Valley Chamber of Commerce (distributed to all their Coachella Members)
- COFEM
- Alianza
- Greenroom Theatre
- Desert Recreation District
- All members of the city's Interfaith Alliance partners (over 50 partners)
- Raices
- TODEC
- Planned Parenthood
- CET



### STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members

**FROM:** Delia, City Clerk

**SUBJECT:** Written Communications

### **STAFF RECOMMENDATION:**

Receive and file.

### **BACKGROUND:**

The attached written communication is addressed to either the Council or one Councilmember or may be of interest to the Council.

Written Communication attached:

a) The Greater Coachella Valley Chamber of Commerce Voice of Business out not + All Valley Mayors Recap

b) Coachella Valley Mosquito and Vector Control District New Release on West Nile Virus Detection in the East Valley

c) Per- and Polyfluoroalkyl Substance (PFAS) "Forever" Chemicals Causing Growing Concerns for Municipalities

d) Lift to Rise in Review - Joined U.S. Rep. Raul Ruiz for a Roundtable on Capitol Hill to Address Inequity and Housing Instability

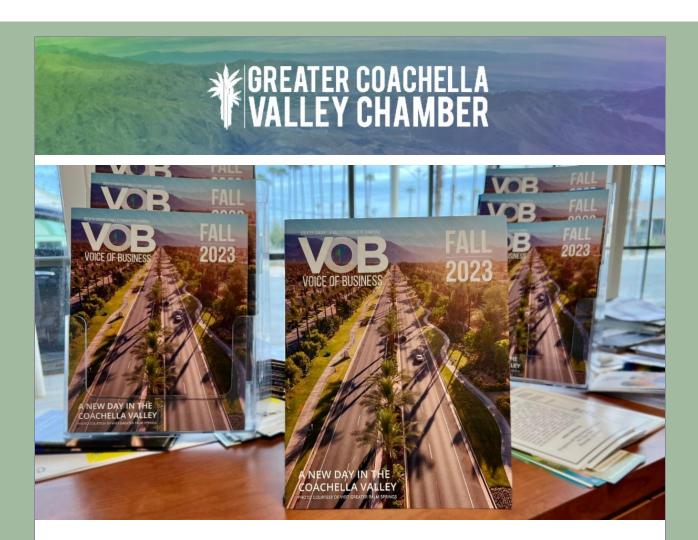
e) Greater Coachella Valley Chamber of Commerce Partnership Tacos, Tequila, & Chavelas Festival

### FISCAL IMPACT:

None.

### **Delia Granados**

From:	The Greater Coachella Valley Chamber of Commerce <info@gcvcc.org></info@gcvcc.org>
Sent:	September 15 23 11:03 AM
То:	Delia Granados
Subject:	Reminder: Voice of Business Out Now + All Valley Mayors Recap



The Greater Coachella Valley Chamber of Commerce (GCVCC) is proud to release the Spring 2023 edition of, "GCV Voice of Business." This glossy magazine is published bi-annually, with direct mail distribution to all GCVCC chamber business members, as well as additional targeted businesses around the Coachella Valley. The publication debuted at our annual All Valley Mayors & Tribal Chairpersons Luncheon and is now available both digitally and in print.

This issue features:

Greetings Business Community An Introduction to Congressman Ken Calvert An Introduction to Congressman Raul Ruiz An Introduction to Assemblymember Eduardo Garcia An Introduction to Assemblymember Greg Wallis An Introduction to Senator Kelly Seyarto

### GCVCC Legislative Efforts: A Year In Review

### Learn More

# **BUSINESS & MEMBER NEWS**



### All Valley Mayors and Tribal Chairpersons Luncheon Recap

The Greater Coachella Valley Chamber of Commerce would like to thank all who attended the 2023 All Valley Mayors and Tribal Chairpersons Luncheon. With representation from all nine cities as well as our county supervisor and over 500 attendees, the event was a great success. We look forward to the continued regional conversations between our leaders to expand regional efforts in support of our business community. **LEARN MORE** 

# The Shops at Palm Desert Announces New General Manager and Assistant General Manager

The Shops at Palm Desert announced today that Gregory Millsap has joined Jones Lang LaSalle Americas, Inc. (JLL), the property management agency for The Shops at Palm Desert, as the Sr. General Manager for The Shops at Palm Desert and Mollie E. Doyle has joined JLL as the Assistant General Manager. In their new roles, they'll focus on overseeing the management and operations of the only premier indoor shopping center located in Coachella Valley. Millsap and Doyle bring a wealth of knowledge in retail property and facilities management. LEARN MORE

# Coachella Valley Animal Campus Reopens With Access Restored to Key Road

The Coachella Valley Animal Campus reopened following the work done by the City of Cathedral City to clear storm water off Rio Del Sol Road and lift the road closure. Following Hurricane Hilary, Rio Del Sol, a Cathedral City road that provides access to the county's and several valley cities' animal shelter, the nonprofit Animal Samaritans' veterinary clinic and local businesses in Thousand Palms, was submerged under several feet of water, approximately the length of a football field for two blocks. **LEARN MORE** 

# Park Rangers Announce New Virtual Museum Exhibit: The People of the Desert

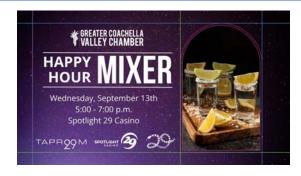
Joshua Tree National Park leadership is excited to announce the launch of the new virtual museum exhibit, "People of the Desert: Joshua Tree National Park Exhibit." Developed by park staff and the National Park Service Museum Management Program, the virtual exhibit features

over 200 objects, archival items, and historic photographs from the park museum collection. **LEARN MORE** 

# Extreme is Coming to Fantasy Springs Resort Casino on February 24, 2024, for Massive "Thicker Than Blood Tour"

The multi-platinum hard rock group Extreme are thrilled to announce their global headlining "Thicker Than Blood Tour" will be coming to Fantasy Springs Resort Casino on Saturday, February 24, 2024. The concert will feature special guests, Living Colour. Tickets for the 8 p.m. show start at \$39 and go on sale at 10 a.m. on Friday, September 15 at the Fantasy Springs Box Office, via phone (800) 827-2946 or online. LEARN MORE

## **UPCOMING EVENTS**



### Happy Hour Mixer | Spotlight 29 Casino

September 13 @ 5:00 - 7:00 p.m. Spotlight 29 Casino

Join the Greater Coachella Valley Chamber of Commerce for the Happy Hour Mixer at Spotlight 29 Casino on Wednesday, September 13th, from 5:00 to 7:00 p.m. This networking event is the perfect opportunity to

connect with fellow professionals while enjoying small bites from Taproom 29, an open bar and prizes. Tequila Ocho will be on hand providing samples. Spotlight 29 Casino is located at 46-200 Harrison Place, Coachella, CA 92236.

This event is **FREE** for members to attend. **LEARN MORE** 

### Ribbon Cutting | Peter Bedard's New Book "Billy and the Anxiety Monster, How to Love Your Anxiety and Heal"

September 14 @ 4:30 - 5:30 p.m. | 32141 Whispering Palms Trail, Cathedral City

The Greater Coachella Valley Chamber of Commerce invites you to the ribbon cutting for Peter Bedard's new book "Billy and the Anxiety Monster, How to Love Your Anxiety and Heal." The event will also include a book raffle. The ribbon-cutting ceremony starts at 4:30 p.m. on Thursday, September 14th and will take place at the Boys and Girls Club of Cathedral City located at 32141 Whispering Palms Trail in Cathedral City. LEARN MORE

#### Lunch Club | Mr. Clamato

September 22 @ 11:00 a.m. - 12:30 p.m. | 51557 Cesar Chavez St., Coachella

The Greater Coachella Valley Chamber of Commerce is proud to present Lunch Club, held at Mr. Clamato in Coachella. This fun networking opportunity mixes two member favorites; business connections and great food! Lunch Club allows members to experience new culinary delights from across the valley while networking with dozens of fellow chamber members during their lunch hour. LEARN MORE

### Ribbon Cutting: Mimi & Rae

September 22 @ 4:00 - 5:00 p.m. | 78010 Main Street, Suite 101, La Quinta

The Greater Coachella Valley Chamber of Commerce invites you to the ribbon cutting for Mimi & Rae. The ribbon-cutting ceremony starts at 4:00 p.m. on Friday, September 22nd and will take place at at 78010 Main Street, Suite 101 in La Quinta. <u>LEARN MORE</u>

### **GCVCC Educates | Digital Marketing**

September 26 @ 10:30 - 11:30 a.m. | 73-360 Highway 111, Suite 7, Palm Desert

Join the Greater Coachella Valley Chamber of Commerce and Rexpert Marketing, for a FREE one-hour event, focused on "Digital Marketing" on Tuesday, September 26th at 10:30 a.m. at Rexpert Marketing located at 73-360 Highway 111, Suite 7 in Palm Desert. LEARN MORE



F) 🌈 BMW Performance Driving School

Greater Coachella Valley Chamber of Commerce | 760-347-0676 | gcvcc.org



Greater Coachella Valley Chamber of Commerce | 45-149 Smurr Street, Suite A & B, Indio, CA 92201

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Good morning,

Please see the news release below which is being translated and will be release to the public later today.

Stay safe, wear repellent. Tammy



Serving Public Health Since 1928

September 15 - FOR IMMEDIATE RELEASE Spanish translation available on our website.

#### West Nile Virus detections continue in east valley

Neighborhood mosquito control treatments are scheduled in Mecca and east valley.

Coachella Valley, CA - Positive West Nile Virus (WNV) mosquitoes continue to rise in and around Mecca. Year to date, the District has detected 24 WNV, and 103 St. Louis Encephalitis virus samples in the valley.

No human cases of the mosquito-borne illness have been reported in the Coachella Valley; however, in the state, there have been 98 positive cases of West Nile Virus this year.

"These are ideal mosquito conditions," says Greg Alvarado, Operations Manager for the District. "High temperatures, endemic virus detection, and summer rain events are making the perfect conditions for mosquitoes to spread virus."

Attempting to decrease mosquito numbers and interrupt the transmission of virus to people, the District will provide mosquito control treatments by truck and by helicopter to the following communities:

**Route 1:** The application area is within the boundaries of 65<sup>th</sup> Avenue, Johnson Street, 66<sup>th</sup> Avenue, and Date Palm Street.

**Route 2:** The application includes communities along Lincoln Street, between 62nd Avenue and 66<sup>th</sup> Avenue.

**Route 3**: The application includes communities along Fillmore Street, between 68<sup>th</sup> Avenue and 73<sup>rd</sup> Avenue.

**Northshore Aerial:** The application area is within the boundaries of 70<sup>th</sup> Avenue, Grant Street, 74<sup>th</sup> Avenue, and Buchanan Street.

**When:** Monday, Tuesday, and Wednesday, September 18-20. Applications are planned between 1:00 a.m. and 7:00 a.m., weather permitting.

Residents can check the **District website** for application routes and updated application times.

### **About West Nile Virus**

West Nile virus is a serious illness. WNV spread when a female mosquito bites an infected bird. The mosquito then can become a carrier and transmit the virus to people. Although most infected people will have no symptoms, others will develop fever, headaches, and body aches. Hospitalization is required in some cases, and in rare cases, death occurs. People with symptoms should contact their health care provider.

#### Prevent mosquito bites:

• Stay inside at dawn and dusk when these mosquitoes are most active.

• Wear insect repellent. EPA registered ingredients such as DEET, picaridin, oil of lemon eucalyptus, or IR3535 (as directed on the product label).

• Cover up. Wear long sleeve shirts and long pants when mosquitoes are most active.

• Check window and door screens to prevent mosquitoes from entering your home.

#### Prevent mosquitoes around your home:

· Check lawn drains for water and debris. Clean drains regularly.

 $\cdot$  Inspect yards for standing water sources. Drain water that collects under potted plants, birdbaths, tires, and any other water holding containers.

Clean and scrub pet dishes and water features weekly.

 $\cdot$  Swimming pools, ponds, and fountains require working pumps and regular maintenance.

-End-

Contact: Tammy Gordon Spanish media contact: Fernando Gutierrez

### (760) 342-8287 tgordon@cvmosquito.org

(760) 541-2023 fgutierrez@cvmosquito.org

Coachella Valley Mosquito and Vector Control District | 43420 Trader Place, Indio, CA 92201

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### PFAS: "Forever" Chemicals Causing Growing Concern for Municipalities

Per- and Polyfluoroalkyl Substances ("PFAS") are widely used, long lasting man-made chemicals, whose components break down very slowly over time. PFAS chemicals are used in a variety of products such as water-resistant clothing, non-stick products, stain-resistant coatings, ski and snowboard waxes, leather goods, personal care products like nail polish and shampoo. PFAS chemicals are persistent in the environment. There are thousands of PFAS chemicals and they are found in the blood of people, animals, food products, air, water, wastewater, and soil.

The Environmental Protection Agency ("the EPA"), states, and municipalities have increased their attention to the potential risk of PFAS exposure and are taking steps towards regulating the presence of PFAS in drinking water, wastewater, and biosolids in an attempt to decrease high level exposure and the associated risks with such exposure. In March 2023, the EPA announced the proposed National Primary Drinking Water Regulation which contains legally enforceable Maximum Contaminant Levels for six PFAS chemicals. The same regulation further proposes monitoring requirements and public notification requirements if PFAS chemicals exceed the required standard. With respect to wastewater, the EPA has recommended that states and municipalities use the most current sampling and analysis methods in their National Pollutant Discharge Elimination System ("NPDES") programs to identify known or suspected sources of PFAS as well as implemented monitoring requirements. Regarding biosolids, the EPA is currently conducting a risk analysis under the Resource Conservation and Recovery Act and has issued the "Joint Principals for Preventing and Managing PFAS in Biosolids."

Many states have also acted to address PFAS in drinking water, wastewater, and biosolids. For example, Massachusetts, New York, New Jersey, and others have

established Maximum Contaminant Levels for PFAS in drinking water. Further, regarding wastewater, Massachusetts now requires PFAS testing requirements as NPDES permits are renewed. Additionally, New York Assembly Bill A3296A "PFAS Disclosure Act" seeks to require State Pollutant Discharge Elimination System ("SPDES") permit holders to conduct quarterly discharge monitoring for at least one year. With respect to biosolids, Maine has banned the land application or distribution of biosolids as fertilizer and Michigan requires sampling of biosolids for PFAS prior to use for land application.

As time passes and more is learned about PFAS and how to best reduce its presence, additional legislation and regulations are likely to follow.

WGL attorneys, in our work representing numerous public clients throughout the country, are at the forefront of managing PFAS compliance obligations and integrating new challenges into older systems. Currently, WGL has projects in several states where we are advising our clients on PFAS issues that have become front and center to project advancement. In addition, our attorneys frequently speak on matters that may affect public entities. Partner Steven A. Torres will present The Multifaceted Municipal PFAS Challenge: Understanding Permitting, Regulatory and Enforcement issues for Public Water and Wastewater Utility Counsel, at the 2023 IMLA Annual Conference at the La Quinta Resort & Club, La Quinta, CA on Friday, September 29, 2023 from 9:15 AM – 10:15 AM. Additional conferences will also be attended by WGL attorneys this month. Managing Partner Teno West is attending the New York State Association for Solid Waste Management (NYSASWM) 2023 Fall Conference at the High Peaks Resort in Lake Placid, NY from September 24 - 26 and Partner Steven A. Torres is presenting Delivering Advanced Environmental Solutions Through Design-Build: Effectively Integrating Teams and Tasks at the 2023 DBIA Liberty Region Conference in Newark, New Jersey, on Tuesday, September 26 from 3:15 PM – 4:15 PM.

For more information about PFAS please contact Partner Steven A. Torres at <u>storres@westgrouplaw.com</u> or at 914-898-2435.

For more information about WGL please contact Managing Partner Teno West at twest@westgrouplaw.com or at 917-922-6226.

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West Group Law PLLC | 81 Main Street, Suite 510, White Plains, NY 10601

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### **Delia Granados**

From:Lift to Rise <info@lifttorise.org>Sent:September 29 23 8:15 AMTo:City ClerkSubject:★ Lift to Rise heads to Washington → | Lift to Rise In Review | September Newsletter



Oprime aquí para leer en español.

Dear Angela,

Last week members of the Lift to Rise staff along with partners flew to Washington, DC for a series of face-to-face meetings with federal officials and policy leaders to build support for our bold plans to address inequity and housing instability.

A major moment of the week came Thursday when Lift to Rise joined U.S. Rep. Raul Ruiz for a <u>roundtable on Capitol Hill</u> to discuss federal policy around the intersection of housing and health. It was a key first step to developing future policy action around housing as a social determinant of health.



Rep. Dr. Raul Ruiz leads discussion during a roundtable talk on housing as a social determinant of health.

And what are social determinants of health? As defined by the U.S. Department of Health and Human Services, they are the conditions in which people are born, live, work, play, worship, and age. They play a significant role in people's health and well-being. In fact, many experts agree that social determinants contribute more to promoting good health than medical interventions.

"The pandemic showed us that housing is the central social determinant of health and determines the trajectory of opportunity for us all," said Lift to Rise CEO Heather Vaikona.

Ruiz and Lift to Rise are working to develop legislation that recognizes the influence housing has on other social determinants of health and supports growing the supply of quality, affordable housing for people who need it and can't afford it. Thursday's roundtable was an opportunity to gather ideas that could shape this future action.



Rep. Dr. Raul Ruiz and Lift to Rise were joined by leaders in healthcare, housing and philanthropy to discuss policy that intersects with housing and health.

"As a physician I have cared for many patients in the emergency room who have suffered exacerbations of disease due to inadequate shelter," Ruiz said. "Adequate housing is an important social determinant of health."

Lift to Rise extends a huge thank you to Congressman Ruiz for leading this important discussion. We also want to thank the representatives from the many leading national healthcare, housing, and philanthropic organizations who joined us.

To see a list of all the organizations that participated, see our post on Instagram.

### IN CASE YOU MISSED IT

The Center for Community Investment at the Lincoln Center for Land Policy recently published a thoughtful case study of our work, including our "inside/outside" pandemic response and innovative Affordable Housing Pipeline and We Lift: The Coachella Valley's Housing Catalyst Fund. They say our partnership has "helped community residents change the game on affordable housing." We think that's pretty awesome! You can read the complete case study online at the <u>Center for Community Investment</u>.

## **POLICY PULSE**

Coachella is the first city in the Coachella Valley to approve Objective Design Standards for new multi-family and mixed-use developments. The standards will simplify the approval process, speed up new development, and encourage beautiful new spaces for residents.

We encourage more cities to do the same!

### **VIEW SOCIAL POST**

## **UPCOMING EVENTS**

Our inaugural **Lift to Rise Community Investment Awards** will be **Saturday**, **October 14**. Follow our social media for upcoming announcements about the individuals and organizations we will be recognizing that evening!



# We are stronger together. Thank you for being part of our community.

### **Delia Granados**

From: Sent: To: Subject: The Greater Coachella Valley Chamber of Commerce <info@gcvcc.org> October 04 23 8:15 AM Delia Granados Who Wants Tacos, Tequila, & Chavelas



The City of Coachella, in partnership with the Greater Coachella Valley Chamber of Commerce, are hosting their Sixth Annual Tacos, Tequila, & Chavelas Festival on Saturday, October 21st from 4:00 PM to 8:00 PM, at Veterans Memorial Park. The event features a live band and DJ, mechanical bull rides, roping and corn hole games, food booths and aguas frescas! Up to a dozen taco vendors have competed in the past for the "Best of Festival" title.

> Saturday, October 21st 4:00 - 8:00 p.m. Veterans Memorial Park in Coachella

> > **Sponsorships & Tickets**

# **BUSINESS & MEMBER NEWS**



Nothing Bundt Cakes. LEARN MORE

### Recap: La Quinta State of the City, Business Awards and Expo

Thank you to all who attended last week's La Quinta State of the City, Business Awards and Expo. What a great evening to spotlight the business community and learn updates in the City of La Quinta. We celebrated some great business award winners like Volunteer of the year, Mike Williams with Capitis Real Estate; Non Profit of the Year, Desert Arc; Business of the Year, The Beer Hunter; and Mayor's Award,

### Governor Vetoes SB 799

Governor Gavin Newsom vetoed SB 799, one of the California Chamber of Commerce's hardest fought job killer bills, over the weekend. The proposal would have made striking employees eligible for unemployment compensation after a strike has continued for more than two weeks. **LEARN MORE** 

### Martha's Village and Kitchen Thanksgiving Day 5K | Run/Walk

The Thanksgiving Day 5K is an annual, family-friendly, run/walk fundraiser. The goal of the 5K is to raise awareness about Martha's Village and Kitchen's services and to provide funds to support their mission to end hunger and homelessness in the Coachella Valley. Over 4,000 people attend the event annually including participants, spectators, and volunteers. <u>LEARN</u> <u>MORE</u>

### SBA to Open Disaster Loan Outreach Center in Cathedral City

Director Jeffrey Lusk of the U.S. Small Business Administration's Disaster Field Operations Center-West today announced the opening of its Disaster Loan Outreach Center to meet the needs of businesses and individuals who were affected by Tropical Storm Hilary that occurred Aug. 19 - 21. The center will be located at the Cathedral City Branch Library beginning Tuesday, Sept. 26 in Cathedral City. **LEARN MORE** 

# AC/DC High Voltage Dive: The Ultimate Fan Experience is Coming to Downtown Indio

The City of Indio is excited to announce the AC/DC High Voltage Dive ultimate pop-up fan experience that will take over Club 5 in Downtown Indio celebrating AC/DC's return to the stage. The pop-up event will be held October 5-8 from 10 a.m. to 11 p.m. at 82971 Bliss Avenue. Inside the dive bar takeover, visitors will embark on a 50-year journey filled with

collectible rock relics and unique "easter eggs." The ultimate AC/DC fan experience promises an unforgettable adventure for fans of all ages. **LEARN MORE** 

### Día De Los Muertos Celebration Connects the Community

The 11th Annual Día De Los Muertos (Day of the Dead) Celebration & Fundraising Dinner is Saturday, November 4th, 2023, on the museum's beautiful campus under the stars. This event includes dinner, entertainment by Machin (David Macias) sponsored by Hot Purple Energy, tequila tasting, art exhibitions and ofrendas (altars), opportunity drawing, a silent auction, and more. **LEARN MORE** 

## UPCOMING EVENTS



### **Open House: The Syndicate** October 10 @ 4:30 - 6:30 p.m. Assistance League Coachella Valley

The Greater Coachella Valley Chamber of Commerce invites you to our first Open House networking event at The Syndicate in Palm Desert. This networking event allows guests to pick up their passport and tour the Syndicate and the great businesses located there. Once

your passport is stamped at each spot, you will be entered into our raffle to win great prizes! At this FREE event, guests will enjoy food, drinks, networking, activities and much more. <u>LEARN</u><u>MORE</u>

### Chamber 101

October 6 @ 10:30 - 12:00 p.m. | 37-023 Cook St # 102, Palm Desert

Interested in knowing the benefits of membership in the GCVCC? Chamber 101, our membership orientation program, is for you! This is open to prospective, new, and current members. Whether you're considering joining or you're a seasoned member who wants a refresher, learn how membership in the Chamber can benefit and support your business, hear more about resources and services available, and network with other businesses. LEARN MORE

### Ribbon Cutting | Coral Sushi and Sake Bar

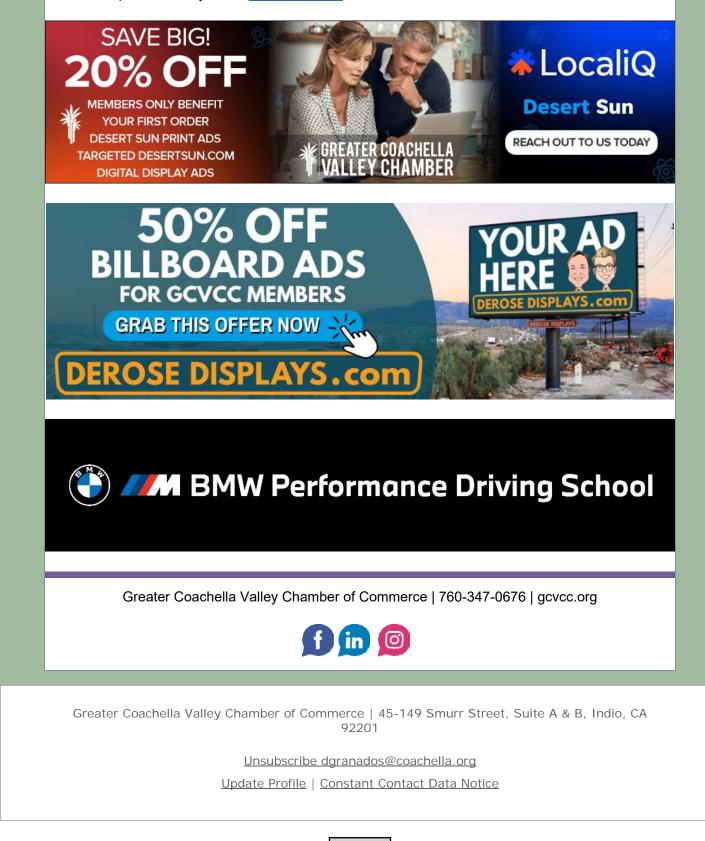
October 12 @ 14:00 p.m. | 49830 Jefferson Street, Indio

Coral Sushi and Sake Bar is a warm, friendly, casual sushi dining experience in a unique desert setting. Conveniently located on Jefferson Street at the exciting new Canopy at Citrus in Indio, Coral Sushi is perfect for Happy Hour or full dinner service either inside or outdoors in its relaxing covered patio with mountain views. LEARN MORE

### **Ribbon Cutting | Acuity Optical**

October 16 @ 11:00 a.m. | 81952 CA-111, Suite B, C, Indio

Acuity Optical is home of some of the best optometrists in Indio – featuring state-of-the-art technology, live interactions with optometrists, and same-day appointments. This is not only their flagship location but also where they took the next step forward in providing affordable and comprehensive eyecare. **LEARN MORE** 



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Item 13.

Sent by info@gcvcc.org powered by



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



# **MINUTES**

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

**September 13, 2023** 5:00PM - CLOSED SESSION 6:00 PM - REGULAR MEETING

https://www.woh.goom.wo///984572718089p.wd_DEdgU1NoOmpVSEhWTDVo70VCol/Vydg00
https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09
https://usu/web.zouin.us/j/004572/1090; pwu=KEuzU11v0Qiiip v SFii vv 1D v azu v Cek 1 xuzu
Or One tap mobile : 16699006833,,88457271898#,,,,*606140#
Or Telephone:
US: +1 669 900 6833
Webinar ID: 884 5727 1898
Passcode: 606140
Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de

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

# o 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: 0

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. 0
- 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.

### Minutes Page 2

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

The Regular Meeting of the City of Coachella was called to order at 5:00 P.M. by Mayor Hernandez

### **ROLL CALL:**

Present: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Galarza, and Mayor Hernandez. City Clerk Zepeda, City Treasure Aviles via Zoom

Absent: Councilmember Virgen

### APPROVAL OF AGENDA:

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

Motion: To approve the Agenda

- Made by: Mayor Pro Tem Galarza
- Seconded by: Councilmember Dr. Figueroa
- Approved: 4-0, Unanimous roll call vote:
- AYES:
   Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Galarza, and Mayor

   Hernandez
   NOES:
   None

   ABSTAIN:
   None
- ABSENT: Councilmember Virgen

### PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

### ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) 1)

Title: City Manager

Title: City Attorney

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)

One (1) Potential Case

### Minutes Page 3

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)

One (1) Potential Case

Councilmember Virgen arrived at 5:15 P.M.

# RECONVENE REGULAR MEETING: - 6:19 P.M.

# **PLEDGE OF ALLEGIANCE:**

Marnie Navarro led the pledge of allegiance.

# **CLOSED SESSION ANNOUNCEMENTS:**

Council met in Closed Session on items 2 and 3, not 1, and direction was given, but no reportable action was taken.

# **PROCLAMATIONS/PRESENTATIONS:**

Staff recommended moving Presentation 10, 5, and 8 to this section because some staff needed to return to work.

- 4. Proclamation Recognizing Staff for their Service and Dedication Safety of The City of Coachella
- 5. Proclamation Presented to Javier Figueroa
- 6. Proclamation for Suicide Prevention Month
- 7. Center for Employment Training (CET) Presentation of Services
- 8. Presentation by RAICES Cultura on All Children Thrive California Youth Development and Policy Work in the City of Coachella
- 9. Bagdouma and Veterans Memorial Parks Amenity Recommendations
- 10. Presentation by Raftelis for the Utilities Departments

# WRITTEN COMMUNICATIONS:

None

(Mayor Pro Tem Galarza stepped away at 7:38 p.m. and returned at 7:31 p.m., Councilmember Dr. Figueroa stepped away at 7:45 p.m. and returned at 7:47 p.m., Councilmember Virgin stepped away at 7:48 p.m. and returned at 7:52 pm, and Mayor Pro Tem Galarza stepped away at 8:12 pm)

The Councilmember took a break at 8:40 p.m. and returned at 8:50 p.m.

### 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.)

- 11. Regular Meeting Minutes of July 26, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 12. Special Meeting Minutes of August 7, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 13. Special Meeting Minutes of August 23, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
- 14. Adopt Ordinance No. 1206 City of Coachella Objective Design Standards for Multi-family Residential and Mixed-Use development - Zoning Ordinance Amendment No. 22-04 is a Proposal to Amend Coachella Municipal Code Title 17, Zoning, Adopting Objective Design Standards for Multi-family Residential Development to apply to G-N General Neighborhood, U-N Urban Neighborhood, DT-PV Downtown Pueblo Viejo, DT-PV Transition, U-E Urban Employment and Neighborhood Commercial zones.(Second Reading)
- 15. Professional Service Agreement with Heptagon Seven to develop final Plans, Specifications and Engineer's Estimates for a Roundabout at Avenue 53 and Calle Empalme.
- 16. Addition Work Request (AWR) #1 for Engineering and Landscape Services associated with the Avenue 53 Tot Lot.
- 17. Investment Report for May and June, 2023
- 18. Authorize the City Manager to Execute Professional Services Agreements with Willdan, Interwest, and 4 Leaf, Inc. for Building Department Services
- 19. Award Amendment No. 1 to Construction Agreement with WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122, in the Amount not to Exceed \$150,000
- 20. Authorize the City of Coachella's Tacos, Tequila and Chavelas Festival Beer Garden Operation on October 21, 2023 at Veterans Memorial Park from 4 pm to 8 pm
- Voucher Listing- EFT's/Utility Billing Refunds/FY 2022-2023 and FY 2023-2024 Expenditures as of September 13, 2023, \$8,506,206.42

Councilmember Delgado requested to pull items 15 and 18 for discussion.

Minutes	City Council Closed Session and Regular Meeting	September 1.	Item 14.
Page 5			
Motion:	To approve the consent calendar items		
Made by:	Mayor Pro Tem Galarza		
Seconded by:	Councilmember Dr. Figueroa		
Approved:	5-0, Unanimous roll call vote:		
AYES:	Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember	Virgin, Mayor Pr	ro
	Tem Galarza		
NOES:	None		
ABSTAIN:	Mayor Hernandez for consent calendar item 14		
ABSENT:	None		

### **NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

22. Sponsorship of Run With Los Muertos Event:

a) Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2023 Run With Los Muertos Event; and

b) Approval for operation of a beer garden on November 4, 2023 in Downton Sixth Street from 4:00 pm to midnight.

Motion: To approve New Business Run with Los Muertos Event

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

23. Approve Amendment No. 1 to Vintage Landscape to allow for Repair of Landscape Improvements at Rancho Las Flores Park Increasing Compensation of Agreement by an Additional \$150,000

Motion: To approve Landscape Improvements at Rancho Las Flores Park

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez

Approved: 5-0, Unanimous roll call vote:

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

Minutes Page 6

NOES:NoneABSTAIN:NoneABSENT:None

24. Provide Staff Direction for the 2023 Hometown Heroes Honorees

Councilmembers provided direction and requested staff to bring back this item.

Mayor Hernandez requested that staff take this item to the public and bring back the agenda item.

25. Adopt Resolution No. 2023-62 Authorizing the City Manager to Submit an Application to the Strategic Growth Council for the Community Resilience Centers Implementation Grant Program in the Amount of Ten Million Dollars (\$10,000,000) and Approve the Collaborative Stakeholder Structure, the Draft Partnership Agreement, and Execute All Related Grant Documents

Motion: To adopt Resolution No. 2023-62

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Dr. Figueroa

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

(Mayor Pro Tem Galarza stepped away at 9:40 p.m. and returned at 9:42 p.m.)

### SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY:

26. Resolution No. SA-2023-01, Approving the Last and Final Recognized Obligation Payment Schedule (LFROPS)

Motion: To approve Resolution No. SA-2023-01

Made by: Mayor Hernandez

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

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

### PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

27. City of Coachella 6th Cycle Housing Element General Plan Amendment No. 21-02 and Environmental Assessment No. 22-03 for Consideration of the City of Coachella 6th Cycle Housing Element for 2021-2029. City-Initiated

Open Public Hearing at 9:45 p.m. and closed Public Hearing at 10:08 p.m.

Motion:	To approve Amendment NO. 21-02
	Mayor Pro Tem Galarza Councilmember Dr. Figueroa
Approved:	5-0, Unanimous roll call vote:
AYES:	Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Galarza, and Mayor Hernandez
NOES:	None
ABSTAIN:	None
ABSENT:	None

### PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

Public Comments were taken at 8:37 p.m., right after Proclamations/Presentations

Maria Elias, requested council direction on an issue regarding her special needs child with CVUSD.

Hector Prieto, requested help from the council regarding a shade structure permit.

Marla, Jesus Diaz, M. Delgado, and Angelina Calderon thanked all staff and councilmembers for the help of a quick emergency action after Hurricane Hillary.

Brad Anderson thanked the board for the decision regarding the license plate reader.

(Councilmember Dr. Figueroa stepped away at 7:45 p.m. and returned at 7:47 p.m., and Mayor Hernandez stepped away at 9:47 p.m. and returned at 9:48 p.m.)

### **REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa made a comment on mosquitos and informing neighbors. He attended all Valley Mayor Luncheon and CVAG Public Safety Committee Meeting. The City of Palm Desert banned Mylar balloons. He attended the state of CVUSD today.

### **City Council Closed Session and Regular Meeting**

### Minutes Page 8

Councilmember Delgado made a comment on the previous statement made to clarify any confusion. She has a subcommittee coming up tomorrow for the SCAG Energy Committee Meeting. Comments were towards the City Manager, not staff. She requested a policy on evaluating short-term rentals. Regarding the question about her, she brought up the evaluation of various policies and programs. She attended a joint policy committee meeting next week. She has a homelessness committee coming up. She is attending El Grito and the conference in Sacramento.

Councilmember Virgin said that most of them will be at the League of Cities in Sacramento next week.

Mayor Pro Tem Galarza enjoyed all the projects and programs he attended at the Valley Mayor Luncheon. He attended the State of CVUSD. He is attending El Grito. He is not attending the League of Cities Conference but is attending a NALEO Policy event.

Mayor Hernandez commended the staff for an outstanding job. He requested for staff to put together a schedule on the repaired streets and a schedule with the pass on Avenue 52. He attended the Mayor's Luncheon.

City Manager's Comments.

### **ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 10:30 p.m.

Angela Zepeda City Clerk

### apChkLst 09/20/2023 11:36:20AM

### Check List City of Coachella

Page: 1

Item 15.

### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1561	8/24/2023	48066	US BANK	Sta 7/25/23	7/25/2023	ACC XXXX-XXXX-XXXX-0925,	40,302.27	40,302.27
					ΓFC	OR WELLS FARGO BANK -SEPA	RATE CHECK:	40,302.27

1 checks in this report.

Grand Total All Checks:

40,302.27

Date: August 24, 2023

bon

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

apChkLst	
09/20/2023	12:22:26PM

### Check List City of Coachella

Page: 1

Item 15.

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1562	9/13/2023	55228	COMMONWEALTH LAND TITL Pjct Ref 918541	9/12/2023	1293 6TH ST- ESCROW #0918	56,350.50	
			Pict Ref 918541	9/13/2023	1293 6TH ST- ESCROW #0918	1,758.50	58,109.00
				ΓF	OR WELLS FARGO BANK -SEPA	ARATE CHECK:	58,109,00

1 checks in this report.

Grand Total All Checks:

58,109.00

-

Date: September 13, 2023

hiber The

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

apChkLst	
09/18/2023	2:32:39PM

### Check List City of Coachella

Page: 1

ltem 15.

### Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117482	9/18/2023	49802	RIVERSIDE LAFCO	Annex Proposal	9/18/2023	POCKET 7 AREA ANNEX PRO	5,160.00	5,160.00
						Sub total for WELLS	FARGO BANK:	5,160.00

1 checks in this report.

Grand Total All Checks:

5,160.00

Date: September 18, 2023

uben (7

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

### apChkLst 09/26/2023 7:39:12AM

### Check List City of Coachella

Item 15.

Page: 1

### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1594	9/25/2023	54432	US BANK N.A.	2366969	8/10/2023	COACHELLA SDW REF BDS 2	54,885.40	54,885.40
					ΓFC	OR WELLS FARGO BANK -SEPA	RATE CHECK:	54,885.40

1 checks in this report.

Grand Total All Checks:

54,885.40

Date: September 25, 2023

Huber (Ka

Interim Finance Director: William B. Pattison

2 1

City Manager: Gabriel Martin

apChkLst 09/28/2023	10:01:22AM	Check List City of Coachella	I

Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1595	9/26/2023	53858	USDA RURAL DEVELOPMENT 09262023	9/26/2023	SEP2023- 2005-B USDA WAS1	178,290.83	178,290.83
				ΓFC	OR WELLS FARGO BANK -SEPA	<b>RATE CHECK:</b>	178,290.83

ltem 15.

Page: 1

1 checks in this report.

Grand Total All Checks:

178,290.83

Date: September 26, 2023

pen any

Interim Finance Director: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst		Check List
09/20/2023	3:51:34PM	City of Coachella

# Page: 1

Item 15.

### Bank : wfb WELLS FARGO BANK

Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117483 9/27/202	3 55375	BECERRA, SERGIO	Ref000237767	9/18/2023	UB Refund Cst #00057135	921.61	921.61
117484 9/27/202	3 55364	CARRASCO, WINSER	Ref000237750	9/18/2023	UB Refund Cst #00040143	2.94	2.94
117485 9/27/202	3 55331	CITY OF COACHELLA	Ref000237749	9/18/2023	UB Refund Cst #00039105	94.35	94.35
117486 9/27/202	3 55346	DR HORTON	Ref000237762	9/18/2023	UB Refund Cst #00056661	40.61	40.61
117487 9/27/202	3 55347	DR HORTON	Ref000237764	9/18/2023	UB Refund Cst #00056674	54.54	54.54
117488 9/27/202	3 55372	DR HORTON	Ref000237761	9/18/2023	UB Refund Cst #00056653	54.63	54.63
117489 9/27/202	3 55373	DR HORTON	Ref000237763	9/18/2023	UB Refund Cst #00056667	67.08	67.08
117490 9/27/202	3 55374	ELENES, JAIME	Ref000237765	9/18/2023	UB Refund Cst #00056846	56.04	56.04
117491 9/27/202	3 55365	HERNANDEZ, ADRIANA	Ref000237752	9/18/2023	UB Refund Cst #00052071	80.17	80.17
117492 9/27/202	3 55349	JOHNSON, RICHARD	Ref000237766	9/18/2023	UB Refund Cst #00056906	7.48	7.48
117493 9/27/202	3 55371	PAYAN, LEOPOLDO	Ref000237760	9/18/2023	UB Refund Cst #00056650	39.27	39.27
117494 9/27/202	3 55366	PUENTES RAMIREZ, JESUS	JIRef000237753	9/18/2023	UB Refund Cst #00052483	7.19	7.19
117495 9/27/202	3 55312	PULTE GROUP INC	Ref000237758	9/18/2023	UB Refund Cst #00055420	4.14	4.14
117496 9/27/202	3 55368	PULTE GROUP INC	Ref000237755	9/18/2023	UB Refund Cst #00055047	78.41	78.41
117497 9/27/202	3 55369	PULTE GROUP INC	Ref000237756	9/18/2023	UB Refund Cst #00055053	90.88	90.88
117498 9/27/202	3 55370	PULTE GROUP INC	Ref000237757	9/18/2023	UB Refund Cst #00055406	72.04	72.04
117499 9/27/202	3 55342	PULTE HOMES CO LLC	Ref000237759	9/18/2023	UB Refund Cst #00055601	21.45	21.45
117500 9/27/202	3 55363	RODRIGUEZ, PATRICIA	Ref000237748	9/18/2023	UB Refund Cst #00038859	78.91	78.91
117501 9/27/202	3 55367	SANTANA, NATALIE	Ref000237754	9/18/2023	UB Refund Cst #00054773	26.68	26.68
117502 9/27/202	3 54536	TODEC LEGAL CENTER	Ref000237751	9/18/2023	UB Refund Cst #00047254	79.54	79.54

Sub total for WELLS FARGO BANK:

1,877.96

20 checks in this report.

Grand Total All Checks:

1,877.96

Date: September 27, 2023

vou

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

09/25/2023 7:17:32AM

### Check List City of Coachella

Page: 1

Item 15.

### Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1563	9/27/2023	53958	ATLAS TECHNICAL	4123	6/19/2023	PE6/2 MATERIAL TSTNG @ FI	3,761.50	3,761.50
1564	9/27/2023	45929	BECK OIL, INC.	545528	6/13/2023	DIESEL FUEL	1,118.42	1,118.42
1565	9/27/2023	43462	BEST BEST & KRIEGER, LLP	971113	7/31/2023	PE6/30, #80237, GENERAL RE	34,049.46	,
				971114	7/31/2023	PE6/30, #80237.00220, 1645 6	255.00	
				971115	7/31/2023	PE6/30, #80237.00231, G. THC	1,326.75	
				971116	7/31/2023	PE6/30, #80237.00445, DESEF	4,039.20	
				971117	7/31/2023	PE6/30, #80237.00810, LABOF	367.20	
				971118	7/31/2023	PE6/30, #80237.00819, CODE	585.20	
				971119	7/31/2023	PE6/30, #80237.00820, ENVIR	3,886.00	
				971120	7/31/2023	PE6/30, #80237.00835, REAL E	428.40	
				971121	7/31/2023	PE6/30, #80237.00844, CHROI	1,727.35	
				971122	7/31/2023	PE6/30, #80237.00850, FINAN(	703.80	
				971129	7/31/2023	PE6/30, #80237.00877, LA EN1	3,641.40	
				971123	7/31/2023	PE6/30, #80237.00857, RENEV	23,803.35	
				971124	7/31/2023	PE6/30, #80237.00866, KPC SI	5,852.70	
				971125	7/31/2023	PE6/30, #80237.00868, TRAVE	7,701.00	
				971126	7/31/2023	PE6/30, #80237.00869, AFFOF	2,876.40	
				971127	7/31/2023	PE6/30, #80237.00874, CENTF	4,700.80	
				971128	7/31/2023	PE6/30, #80237.00875, MESQI	4,320.50	100,264.51
1566	9/27/2023	52784	THE PUN GROUP LLP	114072	8/31/2023	FY22/23 AUDIT SVCS	12,500.00	12,500.00
1567	9/27/2023	52966	WOODARD & CURRAN INC.	220615	6/20/2023	PE5/26 STORMWATER SUPP	6,126.25	6,126.25
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							123,770.68	

Bank : wfb WELLS FARGO BANK

Check # Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117503 9/27/2023	54135	DEL VALLE INFORMADOR INC2023-95	5/23/2023	6/1+8 AD: AVISO DE AUDIENC	500.00	500.00
117504 9/27/2023	12870	DEPARTMENT OF JUSTICE 677568	8/29/2023	MAY2023 BLOOD ALCOHOL A	70.00	70.00
117505 9/27/2023	46733	SIMPLOT TURF & HORTICULT208145578	6/28/2023	ATRIMMEC	420.94	420.94
117506 9/27/2023	54620	SOUTHWEST PROTECTIVE SI11587	7/1/2023	JUNE2023 PATROL SVCS @ E	7,123.20	7,123.20
117507 9/27/2023 🗄	51918	THE GREATER COACHELLA V401135	1/1/2023	JUL-SEP2022 QTRLY DISBUR	19,000.00	19,000.00
117508 9/27/2023	39640	VALLEY LOCK & SAFE 181890	6/2/2023	HONDA CIVIC KEYS	435.00	435.00
				Sub total for WELLS	FARGO BANK:	27,549.14

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11 checks in this report.

Grand Total All Checks:

151,319.82

Date: September 27, 2023

John

Interim Finance Director: William B. Pattison

City Manager: Gabriel Martin

### 09/25/2023 9:11:02AM

### Check List City of Coachella

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Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1568	9/27/2023	54859	AMAZON CAPITAL SERVICES	,141H-37XJ-4XH	9/12/2023	WHITEBOARD ERASER & DR	17.42	
				196Y-1HP6-494(	9/18/2023	PROGRID BREATHABLE MES	293.61	
				1FDP-X3YD-6P7	8/2/2023	SAFESCAN 2985-SX MONEY (	2,029.26	
				1VTQ-GTYC-3K	9/5/2023	LASERCRAFTING OFFICE DE	17.19	
				17XT-QX4J-LL3	8/16/2023	LG GRAM 17Z90Q ULTRA LIG	1,307.24	
				114Y-W6PK-RK4	9/4/2023	VIZ-PRO MAGNETIC WHITEB	71.18	
				1MDX-DK99-TLF	9/4/2023	MECHANICAL GAMING KEYB	245.06	
				1XLR-94TN-JD1	9/2/2023	NAVEPOINT 3U BLANK RACK	123.53	
				1YVP-HYXH-VJI	8/31/2023	THSUCORDS 8K 4K HDMI CA	377.60	
				19RV-PQ7N-VG	9/4/2023	LD SYSTEMS MAUI 44 G2 SAT	752.89	
				144Q-1XN3-RK1	8/30/2023	MICROSOFT SURFACE PRO I	178.61	
				199F-FCL6-FQR	9/1/2023	NAVEPOINT 3U BLANK RACK	30.59	
				1J3H-R64N-MT4	9/17/2023	10PK 8" CLEAR PLASTIC RUL	8.69	
				1X1R-1FDQ-7H)	9/12/2023	CLEAR RECTANGLE OFFICE	85.06	
				113L-CRC3-4D1	9/12/2023	AVERY NOTARY SEAL LABEL:	88.44	5,626.37
1569	9/27/2023	53291	ANGENIOUS ENGINEERING	19-07A-034	8/31/2023	PE8/31 AVE 50 BRIDGE	73,448.87	,
				19-07B-030	8/31/2023	PE8/31 SR-86/AVE50 INTERCI	1,273.40	74,722.27
1570	9/27/2023	42837	ARAMARK UNIFORM & CARE	E25725360	8/22/2023	POLOS W/ EMBROIDERY	95.65	
				JULY2023 GRF1	7/31/2023	PE7/31 UNIFORMS	189.71	
				AUG2023 GRFT	8/30/2023	PE8/31 UNIFORMS	152.18	
				25719758	8/18/2023	POLOS W/ EMBROIDERY	412.93	
				AUG2023	8/31/2023	PE8/31 UNIFORMS, MATS & T	3,976.44	
				25734125	8/25/2023	POLOS W/ EMBROIDERY	128.25	
				AUG2023 SAN	8/31/2023	PE8/31 UNIFORMS, MATS & G	1,347.41	
				AUG2023 CC	8/31/2023	PE8/31 MATS & MOPS	920.50	7,223.07
				AU02023 CC	0/31/2023	FLOIDT WATS & WOFS	920.00	1,223.07

### Check List City of Coachella

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1571	9/27/2023	45929	BECK OIL, INC.	80069CL	8/31/2023	PE8/31 GRAFFITI DEPT FUEL	296.46	
				77392CL	8/15/2023	PE8/15 ENG DEPT FUEL	233.25	
				77394CL	8/15/2023	PE8/15 LLMD DEPT FUEL	174.56	
				77398CL	8/15/2023	PE8/15 STREETS DEPT FUEL	484.48	
				77400CL	8/15/2023	PE8/15 WATER DEPT FUEL	1,465.62	
				77403CL	8/15/2023	PE8/15 PARKS DEPT FUEL	488.92	
				77419CL	8/15/2023	PE8/15 VEHICLE MAINT DEPT	263.17	
				77420CL	8/15/2023	PE8/15 SENIOR CNTR FUEL	406.20	
				77428CL	8/15/2023	PE8/15 CODE ENF DEPT FUE	547.05	
				77438CL	8/15/2023	PE8/15 SANITARY DEPT FUEL	1,405.03	
				77444CL	8/15/2023	PE8/15 BLDG MAINT DEPT FL	104.07	
				77445CL	8/15/2023	PE8/15 ADMIN DEPT FUEL	96.56	
				77467CL	8/15/2023	PE8/15 GRAFFITI DEPT FUEL	189.37	
				78996	8/19/2023	DIESEL FUEL	681.81	
				78995	8/19/2023	DIESEL FUEL	1,311.33	
				79992CL	8/31/2023	PE8/31 LLMD DEPT FUEL	414.79	
				79990CL	8/31/2023	PE8/31 ENG DEPT FUEL	262.69	
				79998CL	8/31/2023	PE8/31 WATER DEPT FUEL	2,033.50	
				80245	8/29/2023	DIESEL FUEL	1,543.79	
				80043CL	8/31/2023	PE8/31 ADMIN DEPT FUEL	82.33	
				80042CL	8/31/2023	PE8/31 BLDG MAINT DEPT FL	201.39	
				80036CL	8/31/2023	PE8/31 SANITARY DEPT FUEL	2,707.00	
				80026CL	8/31/2023	PE8/31 CODE ENF DEPT FUE	747.81	
				80017CL	8/31/2023	PE8/31 SENIOR CNTR FUEL	486.47	
				80016CL	8/31/2023	PE8/31 VEHICLE MAINT DEP1	427.74	
				79996CL	8/31/2023	PE8/31 STREETS DEPT FUEL	1,209.84	
				80001CL	8/31/2023	PE8/31 PARKS DEPT FUEL	1,105.08	19,370.31

### Check List City of Coachella

Bank : ewfb	EFT FOR WELL	S FARGO BANK -	(Continued)
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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1572	9/27/2023	43462	BEST BEST & KRIEGER, LLP	973533	8/31/2023	PE7/31, #80237, GENERAL RE	35,642.59	
				973534	8/31/2023	PE7/31, #80237.00211, CODE	414.12	
				973538	8/31/2023	PE7/31, #80237.00445, DESEF	2,766.60	
				973539	8/31/2023	PE7/31, #80237.00810, LABOF	699.60	
				973540	8/31/2023	PE7/31, #80237.00820, ENVIR	2,371.50	
				973541	8/31/2023	PE7/31, #80237.00835, REAL E	2,035.20	
				973542	8/31/2023	PE7/31, #80237.00840, CANN/	2,862.00	
				973543	8/31/2023	PE7/31, #80237.00844, CHROI	4,770.00	
				973544	8/31/2023	PE7/31, #80237.00857, RENEV	35,569.20	
				973545	8/31/2023	PE7/31, #80237.00866, KPC SI	3,214.35	
				973535	8/31/2023	PE7/31, #80237.00231, G. THC	2,740.70	
				973536	8/31/2023	PE7/31, #80237.00240, 52156	3,119.29	
				973537	8/31/2023	PE7/31, #80237.00441, R. MOF	190.80	
				973546	8/31/2023	PE7/31, #80237.00868, TRAVE	1,590.30	
				973547	8/31/2023	PE7/31, #80237.00869, AFFOF	2,798.40	
				973548	8/31/2023	PE7/31, #80237.00874, CENTF	6,595.50	
				973549	8/31/2023	PE7/31, #80237.00875, MESQI	449.10	
				973550	8/31/2023	PE7/31, #80237.00877, LA EN1	3,651.30	111,480.55
1573	9/27/2023	43862	BRENNTAG PACIFIC, INC	BPI367846	8/28/2023	CHEMCHLOR SODIUM HYPO	1,786.27	
				BPI367847	8/28/2023	CHEMCHLOR SODIUM HYPO	4,141.84	5,928.11
1574	9/27/2023	02320	CALPERS	1000000172943	9/14/2023	#6373819375, OCT2023 HEAL	115,537.28	
				1000000172943	9/14/2023	#6373819375, OCT2023 HEAL	12,622.56	128,159.84
1575	9/27/2023	53627	CANNON DESIGN, INC.	233517	9/5/2023	PE8/31 FIRE STATION REHAB	12,580.00	12,580.00
1576	9/27/2023	00749	COUNTY OF RIVERSIDE	SH0000044075	8/31/2023	7/1-26 LAW ENFORCEMENT §	664,576.75	
				SH0000044076	8/31/2023	7/1-26 LAW ENFORCEMENT §	9,839.00	674,415.75
1577	9/27/2023	49858	CV PIPELINE CORP.	S3195	7/28/2023	7/24+27 HYDRO-WASH DRY V	4,320.00	
				S3206	8/11/2023	8/9+10 VIDEO PIPE INSPECTI	4,320.00	8,640.00

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### Check List City of Coachella

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1578	9/27/2023	43672	DESERT VALLEY SERVICES I	1612184	8/24/2023	S/O VIBE PRO REFILL TEA, E	168.57	
				613019	9/5/2023	DOLLY ROUND 20-55GL BLK	46.33	
				613030	9/5/2023	S/O TOWEL KITCHEN, ETC	319.00	
				613031	9/5/2023	BRUSH TOILET	11.00	
				613032	9/5/2023	BLOWER CARPET RAPID AIR	217.50	
				612080	8/23/2023	TISSUE TOILET PORTA-ROLL	1,273.96	
				612180	8/24/2023	HAND SOAP, URINAL SCREE	229.45	
				612185	8/24/2023	KITCHEN TOWEL	90.08	
				613016	9/5/2023	CLEANER/ODOR ELIMINATOF	72.78	
				613017	9/5/2023	PAD SCRUBBING 20"	25.97	
				613018	9/5/2023	COG CLEANER M/P XCELEN	375.57	2,830.21
1579	9/27/2023	44713	FARMER BROTHERS CO.	95674089	9/5/2023	COFFEE, CREAMER & CUPS	1,068.68	1,068.68
1580	9/27/2023	49100	GOLDMAN, RONALD A.	Aug2023	8/31/2023	AUG2023 SVCS: KPC, SEVILL	3,182.75	3,182.75
1581	9/27/2023	00207	GRAINGER INC	9814539178	8/23/2023	HIP WADER	492.47	
				9824689211	8/31/2023	CEILING TILE 48IN	1,457.36	
				9825133839	8/31/2023	CEILING TILE 24IN	747.44	2,697.27
1582	9/27/2023	51892	HERC RENTALS, INC.	33931412-001	9/6/2023	8/7-9/6 TELEHANDLER RNTL	2,184.91	
				33965811-001	8/29/2023	8/18-29 PUMP TRASH 4IN GA	857.92	3,042.83
1583	9/27/2023	00996	HOME DEPOT	2012874	9/7/2023	BATTERY LEAD ACID 12V 7.0	66.88	
				5013666	9/14/2023	14GAL TOUGH TOTE, ETC	109.10	
				9172309	8/31/2023	LADERA 4" 1HDL BATH FAUCI	329.43	
				9172312	8/31/2023	JONES WHOLESALE LUMBEF	956.50	1,461.91
1584	9/27/2023	09800	PERMA	INV117	9/8/2023	2023-24 Q2 LIABILITY TRUST	51,080.00	51,080.00
1585	9/27/2023	53552	QUENCH USA, INC.	INV06269859	9/1/2023	AC D347648, SEP2023 RNTL,	35.89	
				INV06282166	9/1/2023	AC D347651, SEP2023 RNTL,	35.89	71.78
1586	9/27/2023	52802	RED WING BUSINESS ADVAN	120230907003432	9/7/2023	9/6 EMPLOYEE WORK BOOT:	250.00	250.00
1587	9/27/2023	48436	UNIVAR SOLUTIONS USA INC	0.51447026	9/5/2023	SODIUM HYPOCHLORITE	713.18	
				51447027	9/5/2023	SODIUM HYPOCHLORITE	784.50	1,497.68

### Check List City of Coachella

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1588	9/27/2023	50629	VINTAGE ASSOCIATES, INC	229865	8/15/2023	AUG2023 LNDSCPE MAINT @	5,247.00	
				229864	8/15/2023	AUG2023 LNDSCPE MAINT @	12,700.00	
				230193	9/6/2023	9/2+3 STORM RESPONSE	3,041.40	
				230265	8/31/2023	RMV'D TREES (STORM) @ B(	4,100.00	
				229870	8/15/2023	AUG2023 LNDSCPE MAINT @	10,135.00	
				229868	8/15/2023	AUG2023 LNDSCPE MAINT @	5,300.00	
				229871	8/15/2023	AUG2023 LNDSCPE MAINT @	4,900.00	
				230010	8/30/2023	ASSIST W/ WATER REMOVAL	884.00	
				230011	8/30/2023	RMV'D PALM TREE ON 4TH S	360.00	46,667.40
1589	9/27/2023	48364	WEST COAST TURF	INV093251	8/30/2023	BANDERA SOD	6,416.25	a the state of the state
				INV091308	8/16/2023	BANDERA SOD	3,208.13	
				INV091470	8/18/2023	BANDERA SOD	3,838.88	13,463.26
1590	9/27/2023	51697	WESTERN WATER WORKS S	SI1407417-00	8/23/2023	GIL HYD DIFFUSER 2-1/2 W/ E	228.05	228.05
1591	9/27/2023	54272	WILLDAN	002-29763	9/5/2023	AUG2023- BLDG AND SAFET)	14,795.00	14,795.00
1592	9/27/2023	54894	WILLIAMS SCOTSMAN, INC.	9018765783	9/5/2023	9/5-10/2 FIRE STATION #79 M	3,208.20	
				9018765785	9/5/2023	9/5-10/2 FIRE STATION #79 M	1,104.88	4,313.08
1593	9/27/2023	53596	XTREME HEATING AND AIR	2455	8/26/2023	RELOCATED THERMOSTAT, I	350.00	
				2456	8/26/2023	INSTLL'D EXHAUST FAN, ETC	458.00	
				2457	8/26/2023	INSTLL'D EXHAUST FANS, ET	548.00	
				2458	8/25/2023	INSTLL'D 4-TON PKG SYSTEN	12,550.00	13,906.00
					ΓF	OR WELLS FARGO BANK -SEPA	RATE CHECK:	1,208,702.17

### Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117509	9/27/2023	55327	ACTENVIRO	510946	8/31/2023	TRANSPORTATION/DISPOSA	14,392.90	14,392.90
117510	9/27/2023	48977	ADT COMMERCIAL	151904305	8/29/2023	ADDTNL EQUIP @ 1515 6TH 5	32.63	,
				151850998	8/23/2023	INSTLL'D FIRE ALARM SYS @	560.00	592.63
117511	9/27/2023	02137	AGGREGATE PRODUCTS, IN	C55402	8/22/2023	ACCM-9.5MM (3/8") STATE CC	10,573.62	10,573.62
117512	9/27/2023	46835	AIR AND HOSE SOURCE, INC	.520789	8/22/2023	7" CENTER PUNCH CLAMP, E	9.35	,
				520669	8/22/2023	BLUE DISCHARGE HOSE	220.22	
				520701	8/22/2023	6" FEMALE IPT SUCTION COL	130.77	360.34
117513	9/27/2023	53621	ALL THE RIGHT CONNECTION	N7353	8/29/2023	WE 8/27: FELIX+GALINDO	3,183.20	
				7392	9/12/2023	WE 9/10: M. FELIX	1,214.40	
				7371	9/6/2023	WE 9/3: M. FELIX	2,465.60	
				7370	9/6/2023	WE 9/3: CHAVEZ-DELGADO+(	4,609.20	
				7393	9/12/2023	WE 9/10: CHAVEZ-DELGADO+	3,532.80	15,005.20
117514	9/27/2023	01436	AMERICAN FORENSIC NURS	E78067	9/5/2023	JULY2023 BLOOD DRAW	66.85	66.85
117515	9/27/2023	53274	APOLLO WOOD RECOVERY,	I23003S	8/29/2023	INSTLL'D IPEMA CERTIFIED F	5,602.15	5,602.15
117516	9/27/2023	48669	AUTOZONE	5552090124	9/2/2023	SCEPTER 2GAL EASY FLO G/	44.98	44.98
117517	9/27/2023	02187	BENLO R.V. II	13577	8/30/2023	8GAL PROPANE	45.68	45.68
117518	9/27/2023	00836	<b>BIO-TOX LABORATORIES</b>	44740	8/21/2023	7/3+31 LAB SERVICES	657.50	
				44741	8/21/2023	7/3+17 LAB SERVICES	1,341.41	
				44794	8/21/2023	7/25 LAB SERVICES	264.25	2,263.16
117519	9/27/2023	50977	BRISAS AIR CONDITIONING I	N12037	9/12/2023	INSTLL'D 4-TON HEAT PUMP	13,000.00	
				12006	8/30/2023	TRBLSHT/SVC'D A/C UNIT @	1,377.50	
				12007	8/30/2023	TRBLSHT A/C UNIT @ 1517 6	195.00	14,572.50
117520	9/27/2023	46356	C.V. CONSERVATION COMMI	SJuly2023	8/31/2023	JULY2023 LDMF MULTI-SPEC	22,522.50	
				Aug2023	9/19/2023	AUG2023 LDMF MULTI-SPECI	12,870.00	35,392.50
117521	9/27/2023	44202	CAPITAL REALTY ANALYSTS	23-4753	9/11/2023	APPRAISAL FEE: APN 763-13'	4,500.00	4,500.00
	9/27/2023		CBE OFFICE SOLUTIONS	IN2656543	9/5/2023	ACC CC3502, COLOR COPIEF	465.67	465.67
117523	9/27/2023	02048	CDW GOVERNMENT, INC.	LT44919	9/7/2023	APC UPS REPLACEMENT BA	98.92	
				LT17236	9/7/2023	HP LASERJET PRO 4001DN N	727.33	826.25
117524	9/27/2023	43470	CERTIFIED LABORATORIES	8359808	8/22/2023	CERTOP INDUSTRIAL ISO 32(	551.38	551.38

09/25/2023 9:11:02AM

### Check List City of Coachella

Page: Item 15.

Bank	Bank: wfb WELLS FARGO BANK     (Continued)							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117525	9/27/2023	53220	COACHELLA ACE HARDWAR	5867/1	8/19/2023	100CT NATURAL 14.6" 50LB T	103.66	
				5893/1	8/24/2023	WHLBRW INNR TUBE 4" RM	11.41	
				5930/1	9/2/2023	UTILITY HOOK	30.43	
				5942/1	9/5/2023	HAMMER DRILLING W/ HCKY	18.47	
				5939/1	9/5/2023	POCKET HOSE BLK	54.36	
				5947/1	9/6/2023	DSP GLOVE NIT LG	21.74	
				5911/1	8/29/2023	DRAPE ROD, ODOR NEUTBE	38.08	
				5866/1	8/19/2023	100CT GREEN 11.8" 50LB TSE	141.76	
				5870/1	8/20/2023	SAFETY VEST	22.82	
				5885/1	8/23/2023	UTILITY BLADES, SORTMAST	61.95	
				5904/1	8/27/2023	BATTERY ALKALINE AA	19.74	
				5688/1	7/4/2023	SUPPLY HOSE, GARMENT HC	24.30	
				5830/1	8/10/2023		17.39	
				5836/1	8/11/2023		38.05	
				5843/1	8/15/2023		27.17	631.33
	9/27/2023		COACHELLA VALLEY UNIFIED		9/5/2023	9/13 STATE OF THE DISTRIC1	500.00	500.00
117527	9/27/2023	54137	CONSERVE LANDCARE LLC			8/20-21 BASIN PUMPING FRO	7,395.93	
				246702	8/31/2023		3,895.48	
				249071	8/31/2023		309.34	
				249072			394.09	
				249073		8/28 RPR'D IRRGTN @ DIST 1	260.82	
				249074		8/31 RPR'D IRRGTN @ DIST 1	355.01	
				249075		8/31 RPR'D IRRGTN @ DIST 3	221.34	
				249214		8/23 BASIN PUMPING FROM	1,086.48	
				249215		8/31 BASIN PUMPING FROM	911.82	14,830.31
117528	9/27/2023	52375	CORE & MAIN LP	T483867		H15071N 1 ADPT ICFTXCTS	824.89	
				T483967	8/29/2023		357.25	1,182.14
	9/27/2023		COUNTY OF RIVERSIDE	AN000002767			39,594.80	39,594.80
117530	9/27/2023	09650	CVAG	July2023	8/31/2023	JULY2023 TUMF FEES	35,700.00	
447504	0.07.0000	00050	0.44/D	Aug2023			20,400.00	56,100.00
	9/27/2023		CVWD	Aug 2023	9/1/2023	CN 332543, AUG2023 WELL R	55,843.02	55,843.02
	9/27/2023		DALKE & SONS CONSTRUCT		8/31/2023		181,204.14	181,204.14
	9/27/2023		DE LAGE LANDEN PUBLIC	80937074	9/11/2023	ACC #1338330, COLOR COPIE	216.41	216.41
	9/27/2023		DEL VALLE INFORMADOR IN		9/11/2023	9/14 AD: EL GRITO EVENT	500.00	500.00
11/535	9/27/2023	42219	DELL FINANCIAL SERVICES	2771015	8/1/2023	PPT 2023 (001-9030805-001)	157.43	157.43

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117536	9/27/2023	12870	DEPARTMENT OF JUSTICE	677511	8/29/2023	JULY2023 BLOOD ALCOHOL /	35.00	
				683677	9/7/2023	AUG2023 BLOOD ALCOHOL A	175.00	210.00
117537	9/27/2023	44836	DESERT CITY GLASS, INC	1462	8/24/2023	INSTLL'D 1-40X16 D.S. PUTTY	241.41	241.41
117538	9/27/2023	01089	DESERT ELECTRIC SUPPLY	S3115538.001	8/9/2023	DOTTIE 220 20MIL WRAP TAF	126.65	126.65
117539	9/27/2023	49765	DESERT PUBLICATIONS, INC.	97604	9/11/2023	9/1- 3PG CITY ADVERTORIAL	4,850.00	4,850.00
117540	9/27/2023	48672	DESERT RECREATION DISTR	3481	8/31/2023	2023 SUMMER SWIM PASSES	6,000.00	6,000.00
117541	9/27/2023	48359	DESERT STEEL SUPPLY	24399	7/11/2023	HD WELDING HINGE	26.10	26.10
117542	9/27/2023	13700	DEWEY PEST CONTROL INC.	16156360	9/1/2023	AC103361, SEP2023, SENIOR	80.00	80.00
117543	9/27/2023	42442	DIRECTV	018084532X230	8/26/2023	8/25-9/24 BUSINESS ENT PAC	373.52	373.52
117544	9/27/2023	14860	E. K. WOOD LUMBER COMPA	1511982	8/30/2023	LG MENS FENCER GLOVE	24.78	24.78
117545	9/27/2023	14700	E. S. BABCOCK & SONS, INC.	CI30343-0076W	9/7/2023	JULY-AUG2023 LAB SAMPLES	3,745.29	
				CI30346-0076D	9/7/2023	JULY-AUG2023 LAB SAMPLES	3,348.09	7,093.38
117546	9/27/2023	55042	EAGLE TRUCK WASH	CO329827	9/5/2023	9/5 BUS WASH	55.00	
				CO329355	8/9/2023	8/9 BUS WASH	55.00	110.00
117547	9/27/2023	54924	EL TRANVIA RESTAURANT	5	8/20/2023	8/20 TROPICAL STORM BREA	261.27	
				6	8/23/2023	8/23 TROPICAL STORM LUNC	784.78	
				8	9/5/2023	9/5 TROPICAL STORM (2) LUN	239.58	1,285.63
117548	9/27/2023	51141	FENCEWORKS RENTAL SYST		8/23/2023	INSTLLTN+1MO FENCE RNTL	3,753.60	
				136877	9/7/2023	INSTLLTN+1MO FENCE RNTL	2,700.16	
				136878	9/7/2023	INSTLLTN+1MO FENCE RNTL	2,700.16	
				136879	9/7/2023	INSTLLTN+1MO FENCE RNTL	2,700.16	11,854.08
	9/27/2023		FIESTA FORD, INC.	5105055	8/23/2023	COVER & BRACKET	84.47	84.47
	9/27/2023		FRONTIER	BD 9/1/23	9/1/2023	AC 760-188-0055-061323-5, 9/	3,505.73	3,505.73
	9/27/2023		G/M BUSINESS INTERIORS	0286773-IN	7/14/2023	ADDTNL WORKSTATION FUR	648.48	648.48
	9/27/2023		GARCIA, LETICIA V.	Refund	9/12/2023	DEPOSIT REFUND- 8/26 COM	300.00	300.00
117553	9/27/2023	51494	GARDA CL WEST, INC.	20578897	8/31/2023	AUG2023 EXCESS LIABILITY/	450.42	
				20578904	8/31/2023	AUG2023 EXCESS COIN BAG	17.19	467.61
	9/27/2023		GOMEZ, BRENDA	Refund	9/12/2023	DEPOSIT REFUND- 8/9 LIBRA	300.00	300.00
	9/27/2023		GONZALEZ, GABRIEL	Deposit	8/30/2023	REFUND OF PM-10 DEPOSIT	2,000.00	2,000.00
	9/27/2023		GUERRERO, JESSICA	Refund	9/12/2023	DEPOSIT REFUND- 8/26 LIBR	300.00	300.00
	9/27/2023		HEPTAGON SEVEN CONSULT		8/31/2023	PE8/31 ENG SVCS @ BGDMA	3,560.00	3,560.00
117558	9/27/2023	55303	IDS GROUP, INC.	23X047.00-1	8/31/2023	PE8/31 LIBRARY ANNEX SVC	13,703.50	13,703.50

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Inv Date Description **Amount Paid Check Total** IMPERIAL IRRIGATION DISTRI50487676-AG23 9/6/2023 AC50487676, 8/3-31, LIFT STA 17.89

	117555	912112025	20400	INFERIAL INRIGATION DISTR	150407070-AGZ3	9/0/2023	AC50407070, 0/3-31, LIFT STA	17.09	
					50509172-AG23	9/6/2023	AC50509172, 8/3-31, CORP YA	4,685.26	
					50522793-AG23	8/30/2023	AC50522793, 7/29-8/28, SCAD	80.25	
					50705542-AG23	9/6/2023	AC50705542, 8/3-31, PERMIT	3,297.46	
					50705544-AG23	9/6/2023	AC50705544, 8/3-31, PERMIT	198.73	
					MdJL-MdAG	8/16/2023	MID JULY-MID AUGUST 2023	64,405.03	
					50035560-AG23	8/31/2023	AC50035560, 7/29-8/28, ST LIC	23,908.94	
					50035755-AG23	8/30/2023	AC50035755, 7/29-8/28, PUMP	10,030.06	
					50035836-AG23	9/6/2023	AC50035836, 8/3-31, WELL #1	83.76	
					50217597-AG23	9/6/2023	AC50217597, 8/3-31	52.15	
					50371785-AG23	8/30/2023	AC50371785, 7/29-8/28, LIFT 5	975.58	
					50408460-AG23	8/30/2023	AC50408460, 7/29-8/28, WELL	12,935.84	
					50434217-AG23	8/30/2023	AC50434217, 7/29-8/28	49.91	
					50459795-AG23	8/30/2023	AC50459795, 7/29-8/28	47.82	
					50459796-AG23	8/30/2023	AC50459796, 7/29-8/28	65.00	
					50459819-AG23	8/30/2023	AC50459819, 7/29-8/28	43.17	
					50387122-AG23	9/8/2023	AC50387122, 8/3-31, SEWER	41,790.48	162,667.33
	117560	9/27/2023	45108	IMPERIAL SPRINKLER SUPPL	0012427562-001	8/28/2023	AQUALINE 3/4" QUICK COUPI	36.68	
					0012494416-001	8/31/2023	RB PE-PLASTIC VALVE, TREN	129.72	
							RB 5000S PLUS-PC-SAM ROT	308.43	
							ITS FIELD SVC @ BGDMA PAI	670.32	
					0012398438-001	8/24/2023	CORONA MANURE FORK, ET	114.61	
					0012287545-001	8/17/2023	CHAPIN SURESPRAY 2GAL, E	63.07	
					0012319793-001	8/18/2023	PVC RAIN BOOT	21.74	
					0012494523-001	8/31/2023	KING UTILITY PUMP W/ HOSE	317.66	
					0012549989-001	9/5/2023	ROUNDUP PROMAX	107.45	1,769.68
		9/27/2023		INDUSTRIAL HEALTH MEDICA	00009347	9/1/2023	AUG2023 SVCS: BISUANO+HI	205.00	205.00
		9/27/2023		INFOSEND, INC.		8/31/2023	AUG2023 UTILITY BILLING SV	7,589.76	7,589.76
		9/27/2023		JAVIER AND VIRGINIA BOTEL	lClaim	9/7/2023	RELOCATION CLAIM: FIXED N	2,380.00	2,380.00
		9/27/2023		JAVIER AND VIRGINIA BOTEL	lClaim	9/7/2023	<b>RELOCATION CLAIM: APPRAI</b>	900.00	900.00
2	117565	9/27/2023	42444	JERNIGANS SPORTING GOO	[18803	8/19/2023	RAINSUITS & PONCHO	78.27	
					18804	8/19/2023	RAIN JACKET & RAINSUITS	93.49	171.76
		9/27/2023		KLOB-FM			7/18-20 AD SPOT: PROGRAM		500.05
		9/27/2023		KONICA MINOLTA			BIZHUB C454E, 1515 6TH ST,		212.07
	117568	9/27/2023	44047	KONICA MINOLTA BUSINESS	9009515028	8/28/2023	BIZHUB C454E, 1515 6TH ST,	22.21	22.21

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117569	9/27/2023	54911	LA QUINTA POOL & SPA SERV	/176355	8/21/2023	RPLC'D CARTRIDGES, DRAIN	2,140.00	
				176358	9/2/2023	AUG2023 FOUNTAIN MAINT S	700.00	2,840.00
117570	9/27/2023	45051	LAMAR OF PALM SPRINGS	115126351	8/25/2023	8/25-9/3 POSTER ADVERTISIN	100.00	
				115126352	8/7/2023	8/7-24 POSTER ADVERTISING	600.00	
				115143359	9/4/2023	9/4-10/1 POSTER ADVERTISIN	1,236.00	
				115143361	9/4/2023	9/4-10/1 POSTER ADVERTISIN	845.45	2,781.45
117571	9/27/2023	45257	LIEBERT CASSIDY WHITMOR	1249830	8/31/2023	PE8/31: #CO015-00009	3,431.20	3,431.20
117572	9/27/2023	54362	LINDE GAS & EQUIPMENT IN	(37769188	8/21/2023	IND HIGH PRESSURE<100CF	39.46	39.46
117573	9/27/2023	24600	LOPES HARDWARE	000280	8/15/2023	WATER HOSE, LOCKS, PLIER	299.67	
				000288	9/5/2023	BLADES, UTILITY KNIFE, BAT	300.53	
				000278	8/29/2023	PADLOCKS, STUCCO TAPE, S	1,217.51	1,817.71
117574	9/27/2023	02162	LOWE'S COMPANIES, INC.	74374	8/30/2023	USG 24-48 RADAR TILE 8CT,	218.09	218.09
117575	9/27/2023	44367	LUCRECIO, CESAR	Trvl Exp 9/14	9/18/2023	TRVL EXP 9/14, CMRTA QTRL	149.20	149.20
117576	9/27/2023	55038	MEDINA ZENDEJAS COMMUN	1547	8/31/2023	RPR'D CURB/DAMAGED ASPI	3,000.00	
				1536	8/29/2023	RPLC'D GUTTER & CURB @ (	25,000.00	28,000.00
117577	9/27/2023	55361	MORA, ARMANDO	Refund	9/12/2023	DEPOSIT REFUND- 8/27 LIBR	300.00	300.00
117578	9/27/2023	55357	MORENO, ADRIAN	PD 9/15-19	9/6/2023	PD 9/15-19, APA CONF: FRES	310.50	310.50
	9/27/2023		MOTION INDUSTRIES, INC.	CA08-00037732	8/28/2023	LSE-1000-2000-1-1 (PROTEC)	234.50	234.50
117580	9/27/2023	42240	MULTI W. SYSTEMS, INC.	32331109	9/1/2023	MS402B W/ CABLE	628.41	628.41
117581	9/27/2023	47192	O'REILLY AUTO PARTS	2855-187260	8/16/2023	TPMS SENSOR	52.96	
				2855-188942	8/20/2023	WIPER BLADE	32.52	
				2855-189326	8/22/2023	HEADLGHT RLY & MSTR DIS(	77.97	
				2855-184762	8/8/2023	TPMS SENSOR & FAN CLUTC	126.01	
				2855-189374	8/22/2023	HEADLGHT RLY	-40.20	
				2855-189956	8/24/2023	LENS	12.85	
				2855-189328	8/22/2023	ISOLATOR SW	21.74	
				2855-189389	8/22/2023	FUEL PUMP RLY	94.76	
				2855-186929	8/15/2023	MINI BULB	10.02	
				2855-187045	8/15/2023	BATTERY	150.39	539.02
	9/27/2023		OTIS ELEVATOR COMPANY	F10000102866	8/14/2023	LOGISTICS AND FUEL IMPAC	100.00	100.00
117583	9/27/2023	52650	PALMS TO PINES PRINTING	A0901COCBP-FA	9/15/2023	CUSTOM LAPTOP BACKPACK	2,074.44	2,074.44

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117584	9/27/2023	02028	PETE'S ROAD SERVICE, INC.	23-0691754-00	8/10/2023	MOUNT/BALANCE NEW TIRE	287.48	
				23-0692229-00	8/9/2023	FLAT REPAIR	37.61	
				23-0693881-00	8/16/2023	MOUNT/BALANCE NEW TIRE	244.39	
				23-0695201-00	8/22/2023	MOUNT/BALANCE NEW TIRE	238.26	
				23-0695692-00	8/23/2023	FLAT REPAIR	37.61	
				23-0696766-00	8/28/2023	FLAT REPAIR	37.61	
				23-0696911-00	8/29/2023	MOUNT/BALANCE NEW TIRE	488.79	
				23-0698571-00	9/5/2023	FLAT REPAIR	37.61	1,409.36
	9/27/2023		PHPE SERVICES	2023-122-1	8/30/2023	RE-SCALED AIT6-5, AIT6-2, E	1,425.00	1,425.00
117586	9/27/2023	01395	PJ'S DESERT TROPHIES & GI	126420	7/26/2023	DESK NAME PLATE HOLDER	38.88	
				26475	8/17/2023	LOGO EMBROIDERY	67.97	106.85
	9/27/2023		PORTILLO, VERONICA	Refund	9/12/2023	DEPOSIT REFUND- 9/9 COMI	300.00	300.00
117588	9/27/2023	52344	QUADIENT FINANCE USA, IN	CCD 9/11/23	9/11/2023	AUG/SEP2023 POSTAGE BY F	2,196.30	2,196.30
	9/27/2023		QUADIENT LEASING USA, INC	CN10120183	9/18/2023	OT-JA2024, LSE #N22061758,	723.39	723.39
117590	9/27/2023	52306	QUINN COMPANY	WOG00017275	8/30/2023	SVC'D/RPR'D GENERATOR @	2,955.15	
				PRA30002669	8/10/2023	OIL/COOLANT SAMPLE	-105.00	
				25949601	8/29/2023	8/24-28 WHEEL LOADER RNT	3,066.19	
				25951201	8/29/2023	8/24-28 EXCAVATOR RNTL	3,585.64	9,501.98
	9/27/2023		RAIMI & ASSOCIATES, INC.	23-5959	9/8/2023	AUG2023 ZONING CONSISTE	2,395.00	2,395.00
117592	9/27/2023	54500	RELIABLE TRANSLATIONS CO		9/13/2023		882.00	
				25766	9/6/2023	9/6 PLANNING COMM MTG S	490.00	1,372.00
	9/27/2023		RRM DESIGN GROUP	2939-01-0823		AUG2023 DESIGN SVCS FOR	19,716.25	19,716.25
	9/27/2023		RUIZVA L. PEST CONTROL	132	7/18/2023		75.00	75.00
	9/27/2023		SALAS, LAWRENCE Y.	Aug2023	8/30/2023		290.00	290.00
117596	9/27/2023	35450	SOCALGAS	1377 6th-AG23	8/24/2023	,	36.09	
				1500 6th-AG23	8/24/2023	AC 020 678 1257 4, 7/24-8/22	15.02	
				1515 6th-AG23	8/24/2023	AC 031 523 3700 6, 7/24-8/22	21.36	
				1540 7th-AG23	8/24/2023		84.97	
				84626Bag-AG23		and below a first many more structure in the state is the structure of the structure of	14.30	
						AC 123 573 5834 5, 7/24-8/22	60.40	
				BagPool-AG23	8/24/2023		14.30	246.44
117597	9/27/2023	54620	SOUTHWEST PROTECTIVE S		8/28/2023		4,581.60	
				11819	9/1/2023	AUG2023 PATROL SVCS @ BI	7,360.64	11,942.24

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117598	9/27/2023	52595	STAPLES BUSINESS CREDIT	7614058467-0-1	8/28/2023	RECYCLED STOR/FILE LETTE	276.93	
				7614058467-0-2	8/31/2023	14 MEAS WHEEL HI VIZ GREE	106.78	
				7614106838-0-1	8/29/2023	STD VIEW BNDR 2IN 6PK, ET	141.72	
				7614110874-0-1	8/29/2023	PURELLALOE HD SNTZR	65.67	
				7614258447-0-1	8/30/2023	MICRO MESSAGE DATER TYI	114.38	
				7614524704-0-1	9/6/2023	STPLS 8.5X11 RED COPY, ET	131.70	
				7614066338-0-1	8/28/2023	BALLPOINT PEN RETRACTAE	54.70	
				7614110874-0-2	8/29/2023	PURELL ALOE HD SNTZR	11.09	
				7612911607-0-2	8/9/2023	ROLLER CONICAL .5MM 5PK	9.66	
				7613291861-0-1	8/15/2023	STAPLES 8.5X11 COPY CS, E	96.75	
				7613807317-0-1	8/24/2023	MR CLEAN MLTSF CLNR MDV	148.41	
				7613807317-1-1	8/31/2023	MR CLEAN MLTSF CLNR MDV	-61.47	
				7614065806-0-1	8/28/2023	SPRAY DSNFCT, ETC	111.02	
				7612911607-0-1	8/9/2023	HP 62XL HY BLK/62 CLR INK,	340.55	
				7612480672-0-1	8/2/2023	ESS-SADIE, POST-IT SIGN HE	1,960.55	
				7612480672-0-2	8/2/2023	ROLLER CONICAL .5MM 12Pk	19.94	
				7614075023-0-1	8/28/2023	SPLS 8.5X11 REC COPY CS, E	287.38	
				7614454526-0-1	9/5/2023	MR CLEAN ANTIBAC CLNR G	82.01	
				7902022490-0-1	7/7/2023	GIANT FOOT DOORSTOP, ET	117.96	
				7902620216-0-1	8/1/2023	MR CLEAN CLEANER	92.85	
				7902620216-0-2	7/26/2023	CARDER CHAIR	300.15	
				7902620216-0-3	7/31/2023	BOSS ANTIMICROBIAL GUES	345.80	4,754.53
117599	9/27/2023	00102	SUNLINE TRANSIT AGENCY	INV07115	7/31/2023	JULY2023 CNG FUEL	866.18	866.18
117600	9/27/2023	54550	TBU INC.	49396	8/31/2023	RPR'D MANHOLE @ AVE 54 8	7,341.08	7,341.08
117601	9/27/2023	55220	TESCO CONTROLS, LLC	0080495-IN	8/16/2023	8/3 TRBLSHT FLOWMETER @	1,720.40	1,720.40
117602	9/27/2023	55260	TESS ELECTRIC INC.	1321	8/31/2023	8/31 TRBLSHT VFD @ WELL #	620.00	620.00
117603	9/27/2023	37600	THE DESERT SUN	0005781734	7/31/2023	JULY2023 PUBLISHED ADS	3,927.00	3,927.00
117604	9/27/2023	54651	THE REINALT-THOMAS CORF	P1163387	8/8/2023	INSTLL'D TIRES ON CHEVY S	404.20	
				1163447	8/9/2023	INSTLL'D TIRES ON 2018 FOF	424.21	
				1163655	8/10/2023	INSTLL'D TIRES ON 2016 FOF	306.33	1,134.74
117605	5 9/27/2023	38250	TOPS N BARRICADES	1102069	8/30/2023	8/29-30 ARROW TRAILER RN	60.00	
				1101738	8/15/2023	AIRPORT REFL GLASS BEAD	532.88	
				1101773	8/16/2023	PAINT YELLOW RDRY WP	796.05	
				1102036	8/29/2023	MESH CLASS II LIME W/ SLV	32.63	1,421.56
117606	6 9/27/2023	55358	TORRES, BRENDA	Refund	9/12/2023	DEPOSIT REFUND- 8/5 LIBRA	300.00	300.00

### 09/25/2023 9:11:02AM

117610 9/27/2023 44966

### Check List **City of Coachella**

9/1/2023

AC371867190-00001, 8/2-9/1

9/1/2023 AC371867190-00002, 8/2-9/1

Item 15. Page:

**Check Total** 

166.91

736.50

1,075.33

7,784.09

7,504.82

279.27

Bank	: wfb WEI	LLS FARGO	BANK (Continued	1)			
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid
117607	9/27/2023	38800	UNDERGROUND SERVICE AL	23-240516	9/1/2023	CA STATE FEE FOR REGULA	41.41
				820230113	9/1/2023	AUG2023-66 NEW TICKETS+	125.50
117608	9/27/2023	49255	VEOLIA ES TECHNICAL SOLU	JEW1648474	8/25/2022	4FT FLUORESCENT LAMP RE	736.50
117609	9/27/2023	53173	VERIZON CONNECT NWF, IN	(OSV0000031148	8/1/2023	JULY2023 GPS MONITORING	1,075.33

9943307840

9943307841

**VERIZON WIRELESS** 

Check #

09/25/2023 9:11:02AM

Date

117611 9/27/2023 49778

Bank: wfb WELLS FARGO BANK

Vendor

# Check List

Item 15. Page

**Check Total** 

**Amount Paid** 

504.00

432.00

432.00

576.00

2,557.00

4,320.00

2,376.00

2,878.00

3,240.00

2,736.00

14,696.00

**City of Coachella** 

7/1/2023

7/8/2023

Inv Date Description

7/1 TREE MAINT @ LLMD

7/8 TREE MAINT @ LLMD

7/11/2023 7/11 TREE MAINT @ LLMD

7/19/2023 7/19 TREE MAINT @ LLMD

7/20/2023 7/20 TREE MAINT @ LLMD

8/10/2023 8/10 TREE MAINT @ LLMD

7/12/2023 7/12 TREE MAINT @ LLMD 7/14/2023 7/14 TREE MAINT @ LLMD

7/15/2023 7/15 TREE MAINT @ LLMD

7/18/2023 7/18 TREE MAINT @ LLMD

7/21/2023 7/21 TREE MAINT @ LLMD

7/31/2023 PE7/31 TREE MAINT @ PARK:

			111.00
203069	7/25/2023	7/25 TREE MAINT @ LLMD	570.00
203070	7/26/2023	7/26 TREE MAINT @ LLMD	720.00
203072	7/28/2023	7/28 TREE MAINT @ LLMD	864.00
203591	8/15/2023	PE8/15 TREE MAINT @ PARK	1,239.00
204043	8/4/2023	8/4 TREE MAINT @ LLMD	864.00
204040	8/2/2023	8/2 TREE MAINT @ LLMD	1,224.00
202866	7/31/2023	PE7/31 TREE MAINT @ PARK	504.00
202466	7/5/2023	7/5 TREE MAINT @ LLMD	4,968.00
203999	8/16/2023	8/16 TREE MAINT @ LLMD	4,420.00
204039	8/1/2023	PE8/1 TREE MAINT @ PARKS	1,805.00
202464	7/3/2023	7/3 TREE MAINT @ LLMD	2,088.00
204042	8/3/2023	8/3 TREE MAINT @ LLMD	1,404.00
204045	8/9/2023	8/9 TREE MAINT @ LLMD	1,797.00
204044	8/8/2023	8/8 TREE MAINT @ LLMD	1,110.00
202473	7/13/2023	7/13 TREE MAINT @ LLMD	2,016.00
202385	7/15/2023	PE7/15 TREE MAINT @ PARK	1,872.00
202386	7/15/2023	PE7/15 TREE MAINT @ STRE	15,586.00
202467	7/6/2023	7/6 TREE MAINT @ LLMD	1,296.00
202468	7/7/2023	7/7 TREE MAINT @ LLMD	1,584.00
203066	7/22/2023	7/22 TREE MAINT @ LLMD	1,584.00
203068	7/24/2023	7/24 TREE MAINT @ LLMD	4,170.00
203073	7/29/2023	7/29 TREE MAINT @ LLMD	2,448.00
203076	7/31/2023	7/31 TREE MAINT @ LLMD	3,744.00

204046

202472

202474

202475

203061

203064

(Continued)

WEST COAST ARBORIST, INC202462

Invoice

202469

202471

202865

203062

203063

#### 09/25/2023 9:11:02AM

# Check List City of Coachella

Page Item 15.

Bank : wfb WEI	LLS FARGO	BANK (Continued	1)				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
			203629	8/15/2023	PE8/15 TREE MAINT @ PARK	1,014.00	93,782.00
117612 9/27/2023	44203	WEST COAST SAND & GRAVI	E647148	8/22/2023	CLASS 2 AGGREGATE BASE	2,112.90	2,112.90
117613 9/27/2023	54464	WHITE CAP, L.P.	50023251282	8/8/2023	SCREW, WASHER & LOCK NI	36.38	,
			50023394885	8/18/2023	14"X26" 1600 HR UV EMPTY S	598.13	634.51
117614 9/27/2023	54568	WTP EQUIPMENT CORP.	1058-24	8/28/2023	PINION GEAR & SLEWING BE	7,170.00	7,170.00
117615 9/27/2023	48971	XPRESS GRAPHICS & PRINT	l 23-56321	9/15/2023	COACHELLA ART WALK BRO	230.99	
			23-56132	9/6/2023	CWA WATER INTERRUPTION	868.64	
			23-56183	9/7/2023	CWA LEAD & COPPER CARD	48.82	
			23-56272	9/13/2023	COACHELLA ART WALK BRO	229.67	1,378.12
117616 9/27/2023	53174	ZAMBELLI FIREWORKS	519681	7/1/2023	4TH OF JULY SPECIAL EVEN	45,000.00	45,000.00

Sub total for WELLS FARGO BANK: 966,668.23

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134 checks in this report.

Grand Total All Checks: 2,175,370.40

Date: September 27, 2023

Interim Finance Director: William B. Pattison

22

City Manager: Gabriel Martin

apChkLst 09/28/2023 4:51:39PM	Check List City of Coachella	Page: 1
Bank : wfb WELLS FARGO BANK		
Chaok # Data Vandar	Invoice Inv Data Departmention	Amount Doid Check Total

<u>Check #</u>	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117617	9/28/2023	52416	EVENTSCAPE INTERNATIONARWLMCOC23	9/18/2023	11/4 RUN W/ LOS MUERTOS \$	35,000.00	35,000.00
Sub total for WELLS FARGO BANK:						35,000.00	

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1 checks in this report.

Grand Total All Checks:

35,000.00

Date: September 28, 2023

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Interim Finance Director: Ruben Ramirez

City Manager: Gabriel Martin

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apChkLst 10/03/2023	2:13:53PM	Check List City of Coachella	Page:	Item 15. <b>1</b>
Bank :	ewfb EFT FOR WELLS FARGO BANK -			

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	10/2/2023 10/2/2023	0.0.0	THE H.N. & FRANCES C. BER(83 USDA RURAL DEVELOPMENT 10022023		OCT2023- CIVIC CENTER LO/ OCT2023- 2011 USDA 92-12 W	8,876.26 87,903.99	8,876.26 87,903.99
	FOR WELLS FARGO BANK -SEPARATE CHECK:					96,780.25	

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2 checks in this report.

Grand Total All Checks: 96,780.25

Date: October 2, 2023

(Hyber Koms)

Interim Finance Director: Ruben Ramirez

City Manager: Gabriel Martin

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### apChkLst 10/03/2023 2:41:29PM

### Check List City of Coachella

Page: 1

Item 15.

Bank : wfb WELLS FARGO BANK

Check # Date Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117618 10/11/2023 55381	BRIONES, MIGUEL	Ref000237926	9/29/2023	UB Refund Cst #00053036	97.36	97.36
117619 10/11/2023 55386	CERVANTES, LEOBARDO	Ref000237931	9/29/2023	UB Refund Cst #00054951	0.59	0.59
117620 10/11/2023 55400	DR HORTON	Ref000237945	9/29/2023	UB Refund Cst #00056261	55.24	55.24
117621 10/11/2023 55402	DR HORTON	Ref000237947	9/29/2023	UB Refund Cst #00057125	64.84	64.84
117622 10/11/2023 55403	DR HORTON	Ref000237948	9/29/2023	UB Refund Cst #00057129	46.95	46.95
117623 10/11/2023 55404	DR HORTON	Ref000237949	9/29/2023	UB Refund Cst #00057140	35.17	35.17
117624 10/11/2023 55405	DR HORTON	Ref000237950	9/29/2023	UB Refund Cst #00057141	30.72	30.72
117625 10/11/2023 55406	DR HORTON	Ref000237951	9/29/2023	UB Refund Cst #00057212	61.03	61.03
117626 10/11/2023 55407	DR HORTON	Ref000237952	9/29/2023	UB Refund Cst #00057213	21.76	21.76
117627 10/11/2023 55408	DR HORTON	Ref000237953	9/29/2023	UB Refund Cst #00057216	170.21	170.21
117628 10/11/2023 55399	ESPINOZA, DORYS	Ref000237944	9/29/2023	UB Refund Cst #00056002	79.12	79.12
117629 10/11/2023 55379	GAMEZ, MARGARITA	Ref000237924	9/29/2023	UB Refund Cst #00002419	45.19	45.19
117630 10/11/2023 55396	GONZALEZ, GABRIEL	Ref000237941	9/29/2023	UB Refund Cst #00055755	78.93	78.93
117631 10/11/2023 55401	HOME EXPO FINANCIAL INC	Ref000237946	9/29/2023	UB Refund Cst #00056665	57.94	57.94
117632 10/11/2023 55380	NB COACHELLA PROPERTIE	ESRef000237925	9/29/2023	UB Refund Cst #00051254	135.75	135.75
117633 10/11/2023 55387	PULTE GROUP	Ref000237932	9/29/2023	UB Refund Cst #00055039	105.91	105.91
117634 10/11/2023 55390	PULTE GROUP	Ref000237935	9/29/2023	UB Refund Cst #00055368	76.48	76.48
117635 10/11/2023 55391	PULTE GROUP	Ref000237936	9/29/2023	UB Refund Cst #00055375	134.59	134.59
117636 10/11/2023 55382	PULTE GROUP INC	Ref000237927	9/29/2023	UB Refund Cst #00054529	22.16	22.16
117637 10/11/2023 55383	PULTE GROUP INC	Ref000237928	9/29/2023	UB Refund Cst #00054683	37.83	37.83
117638 10/11/2023 55384	PULTE GROUP INC	Ref000237929	9/29/2023	UB Refund Cst #00054704	46.54	46.54
117639 10/11/2023 55385	PULTE GROUP INC	Ref000237930	9/29/2023	UB Refund Cst #00054709	142.84	142.84
117640 10/11/2023 55388	PULTE GROUP INC	Ref000237933	9/29/2023	UB Refund Cst #00055040	133.84	133.84
117641 10/11/2023 55389	PULTE GROUP INC	Ref000237934	9/29/2023	UB Refund Cst #00055268	60.46	60.46
117642 10/11/2023 55392	PULTE GROUP INC	Ref000237937	9/29/2023	UB Refund Cst #00055395	71.82	71.82
117643 10/11/2023 55393	PULTE HOMES	Ref000237938	9/29/2023	UB Refund Cst #00055424	118.08	118.08
117644 10/11/2023 55397	PULTE HOMES	Ref000237942	9/29/2023	UB Refund Cst #00055880	52.05	52.05
117645 10/11/2023 55398	PULTE HOMES	Ref000237943	9/29/2023	UB Refund Cst #00055882	102.58	102.58
117646 10/11/2023 55394	PULTE HOMES CO LLC	Ref000237939	9/29/2023	UB Refund Cst #00055483	116.90	116.90
117647 10/11/2023 55395	PULTE HOMES CO LLC	Ref000237940	9/29/2023	UB Refund Cst #00055596	60.94	60.94

Sub total for WELLS FARGO BANK:

30 checks in this report.

Grand Total All Checks:

2,263.82

Date: October 11, 2023

Von

Interim Finance Director: Ruben Ramirez

City Manager: Gabriel Martin

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# Check List City of Coachella

Page: 1

ltem 15.

#### Bank: ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1598	10/11/2023	54859	AMAZON CAPITAL SERVICES	1LFH-DPTV-K99	9/17/2023	SUPCASE UNICORN BEETLE	104.35	
				1QYQ-KX1P-7N		OTTERBOX IPHONE 14 PRO I	63.01	167.36
1599	10/11/2023	42837	ARAMARK UNIFORM & CARE		9/8/2023	POLO W/ EMBROIDERY	55.43	
				SEP2023 GRFT		PE9/30 UNIFORMS	141.12	196.55
1600	10/11/2023	55378	AVENU INSIGHTS & ANALYTIC			APR2023/24 STR SBSCRPTN	3,500.00	3,500.00
1601	10/11/2023	45929	BECK OIL, INC.			PE9/15 ENG DEPT FUEL	185.90	-,
						PE9/15 LLMD DEPT FUEL	211.30	
						PE9/15 STREETS DEPT FUEL	1,467.62	
						PE9/15 WATER DEPT FUEL	1,242.30	
						PE9/15 PARKS DEPT FUEL	274.61	
				82036CL	9/15/2023	PE9/15 VEHICLE MAINT DEPT	195.50	
				82037CL	9/15/2023	PE9/15 SENIOR CNTR FUEL	229.41	
				82046CL	9/15/2023	PE9/15 CODE ENF DEPT FUE	553.81	
				82056CL	9/15/2023	PE9/15 SANITARY DEPT FUEL	1,525.13	
				82061CL	9/15/2023	PE9/15 BLDG MAINT DEPT FL	221.20	
				82062CL	9/15/2023	PE9/15 ADMIN DEPT FUEL	72.13	
				82086CL	9/15/2023	PE9/15 GRAFFITI DEPT FUEL	300.43	6,479.34
1602	10/11/2023	49486	BRC CONSTRUCTION	202310273	9/19/2023	RPLC'D CURB/SIDEWALKS @	11,700.00	
				202310268	9/19/2023	INSTLL'D SOLAR LIGHTS @ [	7,200.00	
				202310269	9/19/2023	INSTLL'D SOLAR LIGHTS @ E	13,800.00	
				202310270	9/19/2023	INSTLL'D PED GATE @ DIST '	1,800.00	
				202310271	9/19/2023	INSTLL'D BOLLARDS, ETC @	960.00	
				202310272		INSTLL'D KITCHEN CABINET	7,750.00	43,210.00
	10/11/2023		DESERT VALLEY SERVICES I	614285	9/19/2023	S/O SQUEEGEE ARM	172.92	172.92
	10/11/2023		ENTERPRISE FM TRUST	FBN4837387	9/6/2023	SEP2023 LEASE CHRGS ('20/'	22,174.04	22,174.04
	10/11/2023		GRAINGER INC	9833285993	9/11/2023	LCKR MD GRAY	627.31	627.31
1606	10/11/2023	51892	HERC RENTALS, INC.	33983245-001	9/13/2023	8/25-9/13 PVC DISCHARGE H	411.97	
				33970727-001	9/13/2023	8/21-9/13 ORAFLEX DISCHAR	617.95	
				33931412-002	9/11/2023	9/6-8 TELEHANDLER RNTL	789.90	
				33966536-001	9/13/2023	8/18-9/13 PUMP TRASH 3IN G	1,810.07	
				33970682-001	9/13/2023	8/21-9/13 PUMP TRASH 2IN G	828.26	
				33997313-001	9/8/2023	8/31-9/6 TELEHANDLER RNTL	1,928.38	
				34008997-001	9/13/2023	9/6-13 ORAFLEX DISCHARGE	227.92	
				34026165-001	9/18/2023	9/13-16 ROLLER RIDE-ON SM	2,297.91	8,912.36

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

Check # Date Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1607 10/11/2023 00996	HOME DEPOT	6013520	9/13/2023	HUSKY 10PC SCREWDRIVER	102.25	102.25
1608 10/11/2023 54912	MISSION ASSET FUND	SIN004701	5/9/2023	3RD QTR- IMMIGRANT FAMIL	126,000.00	
		SIN004794	8/16/2023	4TH QTR- IMMIGRANT FAMIL	126,000.00	252,000.00
1609 10/11/2023 31705	RIVERSIDE COUNTY FIRE DE	E 235099	9/19/2023	FY22/23- 4TH QTR FIRE PRO	25,229.10	25,229.10
1610 10/11/2023 45925	USA SHADE & FABRIC STRU	C1337846	9/8/2023	INSTLL'D MARINER PEAK FAE	12,000.00	12,000.00
1611 10/11/2023 50629	VINTAGE ASSOCIATES, INC	230154	9/15/2023	SEP2023 LNDSCPE MAINT @	12,700.00	
		230155	9/15/2023	SEP2023 LNDSCPE MAINT @	5,247.00	
		230158	9/15/2023	SEP2023 LNDSCPE MAINT @	5,300.00	
		230160	9/15/2023	SEP2023 LNDSCPE MAINT @	10,135.00	
		230161	9/15/2023	SEP2023 LNDSCPE MAINT @	4,900.00	38,282.00
1612 10/11/2023 48364	WEST COAST TURF	INV093720	9/6/2023	BANDERA SOD	3,208.13	3,208.13
1613 10/11/2023 00384	WILLDAN FINANCIAL SERVIC	2010-55965	9/29/2023	OCT-DEC2023 ADMIN SVCS,	3,286.52	3,286.52
			ΓFO	OR WELLS FARGO BANK -SEPA	ARATE CHECK:	419,547.88

#### Bank : wfb WELLS FARGO BANK

Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117648 10/11/2023	3 48977	ADT COMMERCIAL	151949552	8/31/2023	ADDTNL EQUIP+LABOR CHR	2,220.00	
			151968939	9/4/2023	OT-DC2023 ALARM/EXT SVC	346.62	
			151968940	9/4/2023	OCT2023 ALARM/EXT SVC PL	1,297.26	
			151968941	9/4/2023	AG-NV2023 FIRE, 87101 AVE !	256.64	
			151968942	9/4/2023	OCT2023 CELL/EXT SVC PLN	34.97	
			151984091	9/4/2023	AUG2023 ALARM, 87101 AVE	-119.87	4,035.62
117649 10/11/2023	3 46835	AIR AND HOSE SOURCE, INC	.516763	7/26/2023	PUMP AND MOTOR COMBINA	1,710.64	1,710.64
117650 10/11/2023	3 55410	ALATORRE, MARCEDALIA	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117651 10/11/2023	3 48014	ALBERT A. WEBB ASSOCIATE	232210	7/1/2023	PE7/1 SVCS: TRAVEL CENTEI	1,676.25	1,676.25
117652 10/11/2023	3 53621	ALL THE RIGHT CONNECTION	7411	9/19/2023	WE 9/17: M. FELIX	1,619.20	
			7426	9/26/2023	WE 9/24: FELIX+RAMIREZ	2,447.20	4,066.40
117653 10/11/2023	3 54796	ALTA PLANNING + DESIGN, IN	304.0002023.07	8/15/2023	PE7/28 CONNECT COACHELL	37,374.50	
			304.0002023.072	9/15/2023	PE8/25 CONNECT COACHELL	3,160.00	40,534.50
117654 10/11/2023	3 01436	AMERICAN FORENSIC NURS	E78065	8/31/2023	MAY-AUG2023 BLOOD DRAW	1,069.60	1,069.60
117655 10/11/2023	3 55411	APODACA, JOHANNA	Scholarship	9/25/2023	2023 CYBSA SCHOLARSHIP-	40.00	40.00
117656 10/11/2023	3 42251	ARCOS, MARIA	Ck 10/11/23	9/27/2023	VOUCHER 93, 7/13-9/12	296.25	296.25
117657 10/11/2023		BALLET FOLKLORICO SOL DI	2001	9/12/2023	10/21 PERFORMANCE @ TTC	385.00	385.00
117658 10/11/2023	3 55412	BARCELO, ALEJANDRA	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117659 10/11/2023		BLACK KNIGHT TECHNOLOG	110296180	9/15/2023	AUG2023 SITXPRO SBSCRPT	250.00	250.00
117660 10/11/2023	3 52723	BRIGHT EVENT RENTALS, LL	(738609	9/24/2023	9/16-18 TENT+FUEL+DEL/PIC	1,272.10	
			738608	9/24/2023	9/16-18 SFTY PKG+TENT+CO	4,188.16	
			738611	9/24/2023	9/16-18 CHAIR+LINEN+TABLE	3,419.22	
			738767	9/24/2023	9/15-18 GENERATOR RNTL	2,305.00	
			738605	9/24/2023	9/16-18 TENT+FUEL+DEL/PIC	2,501.00	
			738606	9/24/2023	9/16-18 MESH TENT RNTLS	4,371.84	
			738607	9/24/2023	9/16-18 TENT RNTL	6,977.49	25,034.81
117661 10/11/2023		BURRTEC WASTE & RECYCL	IBD 9/1/23	9/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
117662 10/11/2023		CBE OFFICE SOLUTIONS	IN2660849	9/20/2023	ACC CC3502, COLOR COPIEF	1,127.36	1,127.36
117663 10/11/2023		CDS OFFICE INTERIORS LLC		9/25/2023	SPECIAL ORDER STAMPS	324.62	324.62
117664 10/11/2023	3 53426	CELL BUSINESS EQUIPMENT	80956338	9/16/2023	ACC 1338330, PROPERTY TA	153.04	
			81013419	9/23/2023	ACC 1338330, 8/15-10/14, SH/	1,192.08	1,345.12

### 10/03/2023 5:28:18PM

# Check List City of Coachella

Page Item 15.

Bank : wfb WELLS FARG	<b>O BANK</b> (Continued)				
Check # Date Vendor	Invo	oice Inv Date	Description	Amount Paid	Check Total
117665 10/11/2023 53220	COACHELLA ACE HARDWARE594	18/1 9/7/2023	ACE SLIM PLUG, ETC	23.35	
	595	55/1 9/8/2023	PINE SOL CLNR	18.47	
	596	63/1 9/11/2023	32GAL TRASH CAN & S/F RES	43.48	
	596	67/1 9/12/2023	STORAGE BOX	26.08	
	597	71/1 9/12/2023	RUSH STRAW HAT, ACE GLO	167.35	
	597	72/1 9/12/2023	50:1 FUEL	63.05	
	597	77/1 9/12/2023	IMPACT DRILL BIT SET 7PC, E	28.19	
	598	34/1 9/13/2023	FIRST AID KIT, LETTER STEN	71.74	
	598	35/1 9/13/2023	ACE RSTP LTHR BRN	39.15	
	598		ACE GLOVES (S, M, L)	133.68	
	600		RATCHETING WRENCH SET,	128.30	742.84
117666 10/11/2023 44959	COMPUTER CONSULTANTS, 1372		1YR SSL CERT RNWL	199.00	199.00
117667 10/11/2023 54137	CONSERVE LANDCARE LLC 235		JULY2023 LNDSCPE MAINT @	58,299.00	
			AUG2023 LNDSCPE MAINT @	58,299.00	116,598.00
117668 10/11/2023 48603	CV STRATEGIES 751		AUG2023 STRATEGIC COMM	1,035.00	
	752		AUG2023 STRATEGIC COMM	1,570.45	
	752		AUG2023 STRATEGIC COMM	1,058.75	3,664.20
117669 10/11/2023 54602	DE FRANCISCO SHEK, ANDRI230		DIA DE LOS MUERTOS AND S	750.00	750.00
117670 10/11/2023 42761	DEPT OF ENVIRONMENTAL HINO		FAC #FA0038715, RLF PARK,	763.00	
		)489389 9/6/2023	FAC #FA0011056, BGDMA SW	844.00	1,607.00
117671 10/11/2023 01089	DESERT ELECTRIC SUPPLY S31		CARSON 1730-5005 GRAY AB	217.53	
		124727.001 9/11/2023	LEV GFWT2-W 20A RECEPTA	437.20	654.73
117672 10/11/2023 54461	DESERT GROWERS NURSER 103		MEXICAN BIRD, CARRISA, ET	217.50	217.50
117673 10/11/2023 47952	DESERT LIVE SCAN 747		SEP2023 EMPLOYMENT FING	25.00	25.00
117674 10/11/2023 48672	DESERT RECREATION DISTR 349		23/24 SUMMER CAMP/MOVIE	19,800.00	19,800.00
117675 10/11/2023 13700	DEWEY PEST CONTROL INC. 161		AC2012540, SEP2023, 51301 [	1,200.00	
		111201 9/1/2023	AC2012536, SEP2023, 48400 \	1,200.00	
		120197 9/1/2023	AC1281215, SEP2023, SIERR/	301.00	
		120198 9/1/2023	AC1281218, SEP2023, 51251 [	900.00	
		162143 9/1/2023	AC2010194, SEP-NOV2023, AI	150.00	
		162150 9/1/2023	AC1434611, SEP2023, DIST 33	60.00	
		162158 9/1/2023	AC1450610, SEP2023, DE OR(	160.00	3,971.00
117676 10/11/2023 55042		0329854 9/7/2023	9/7 STRAIGHT TRUCK TANKE	60.50	60.50
117677 10/11/2023 51944		09870 8/31/2023	AUG2023 FAX SERVICES	201.50	201.50
117678 10/11/2023 52568	EGAN CIVIL, INC. 220	071 9/22/2023	PE9/22 AVE 53 TOT LOT	2,524.00	2,524.00

#### 10/03/2023 5:28:18PM

Check # Date Vendor

117679 10/11/2023 49635

Bank: wfb WELLS FARGO BANK

### Check List **City of Coachella**

(Continued)

Invoice

Item 15. Page

**Check Total** 

1,200.00

**Amount Paid** 

1,200.00

EISENHOWER MEDICAL CEN<sup>-</sup>Aug 2023 9/14/2023 AC #700000133, AUG2023 SV( EL TRANVIA RESTAURANT 8 9/14/2023 9/14 SENIOR CNTR SEPT 16T

Inv Date Description

			0/11/2020		1,200.00	1,200.00
117680 10/11/2023 54924			9/14/2023	9/14 SENIOR CNTR SEPT 16T	2,587.39	2,587.39
117681 10/11/2023 15750		8-269-86494		SEP2023 FEDEX SVCS	114.17	114.17
117682 10/11/2023 54881		Trvl Exp 9/15-19	10/2/2023	TRVL EXP 9/15-19, APA CONF	461.12	461.12
117683 10/11/2023 48601		Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117684 10/11/2023 55413	GALLARDO, YADIRA	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117685 10/11/2023 53650	GONZALEZ DE LEON, MARICI	EScholarship	9/20/2023	2023 CYBSA SCHOLARSHIP-	40.00	40.00
117686 10/11/2023 54837	GONZALEZ, RAQUEL	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117687 10/11/2023 55409	GRUPO SUAVEMENTE	001	9/11/2023	10/21 PERFORMANCE @ TTC	1,800.00	1,800.00
117688 10/11/2023 20450	IMPERIAL IRRIGATION DISTR	IMdAG-MdSP	9/18/2023	MID AUGUST-MID SEPTEMBE	86,045.04	86,045.04
117689 10/11/2023 45108	IMPERIAL SPRINKLER SUPPL	0012581764-001	9/7/2023	SIMPLOT BEST TRIPLE PRO	328.57	
		0012600448-001	9/8/2023	YELLOW CAUTION TAPE & CI	42.06	
		0012674081-001	9/13/2023	10" ROUND COVER	126.51	
		0012713908-001	9/18/2023	6" OVER LAPPING VALVE BO	4.62	501.76
117690 10/11/2023 42444	JERNIGANS SPORTING GOO	[Sta 9/25/23	9/25/2023	AUG2023 EMPLOYEE WORK	687.22	687.22
117691 10/11/2023 52738	JNS MEDIA SPECIALISTS	11084	9/29/2023	DESIGN/PRODUCTION OF AF	2,450.00	2,450.00
117692 10/11/2023 54390	KING OF JUMPERS	1815	9/8/2023	10/26 DRD HALLOWEEN EVE	1,000.00	1,000.00
117693 10/11/2023 48293	KOA CORPORATION	JB92071-37	9/14/2023	PE8/25 AVE 50 IMPROVEMEN	1,295.00	1,295.00
117694 10/11/2023 44047	KONICA MINOLTA BUSINESS	9009542983	9/13/2023	BIZHUB C454E, 1515 6TH ST,	795.27	795.27
117695 10/11/2023 44767	KUNA FM	659922-1	9/30/2023	9/20-26 AD SPOT: ST VENDOI	1,000.00	1,000.00
117696 10/11/2023 55222	LEXIS NEXIS	6958343-202307		7/1/23-6/30/24 TRAX ANNUAL	3,858.00	3,858.00
117697 10/11/2023 54123	LISA WISE CONSULTING, INC	.4619	9/22/2023	AUG2023 HOUSING ELEMEN	1,163.75	1,163.75
117698 10/11/2023 24600	LOPES HARDWARE	404	9/27/2023	SIGNS & PLASTIC TIE	37.95	37.95
117699 10/11/2023 55414	LOPEZ, VICTOR	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117700 10/11/2023 02162	LOWE'S COMPANIES, INC.	65871	9/5/2023	KITCHENAID 1200W COUNTE	515.53	515.53
117701 10/11/2023 55418	MADE LINE PRODUCTIONS L	L64443-000115	9/13/2023	VIDEO COVERAGE OF EL GR	2,500.00	2,500.00
117702 10/11/2023 54725	MARCUS NETWORKING	59061	9/24/2023	OCT2023 NETWORK MONITC	420.00	420.00
117703 10/11/2023 54836	MARTINEZ, DOLORES LONA	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117704 10/11/2023 55038	MEDINA ZENDEJAS COMMUN	1561	9/15/2023	SLURRY RD FILL @ AVE 50	4,600.00	4,600.00
117705 10/11/2023 51579	METLIFE- GROUP BENEFITS	Oct2023	9/15/2023	OCT2023 DENTAL/VISION/LIF	13,161.18	
		Oct2023	9/15/2023	OCT2023 DENTAL/VISION/LIF	544.01	13,705.19
117706 10/11/2023 55357	MORENO, ADRIAN	Trvl Exp 9/15-19	10/2/2023	TRVL EXP 9/15-19, APA CONF	298.35	298.35

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# Check List City of Coachella

Page Item 15.

Bank: wfb WELLS FARGO BANK (Continued)							
Check # Dat	e <u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
117707 10/11/2	2023 47192	O'REILLY AUTO PARTS	2855-191531	8/29/2023	BATTERY	65.10	
			2855-194142	9/6/2023	14OZ BRAKE CLN & BLUEDEF	69.46	
			2855-194629	9/7/2023	AIR FILTERS	134.23	
			2855-196148	9/12/2023	GL-WIPER FLD	18.53	
			2855-196317	9/13/2023	F/P MOD ASM	200.37	487.69
117708 10/11/2	2023 55415	PALMIERI, MADELINE	Refund	9/27/2023	DEPOSIT REFUND- 9/15 LIBR	300.00	300.00
117709 10/11/2	2023 52650	PALMS TO PINES PRINTING	A0830COCBEB-F	9/21/2023	16" INFLATABLE BEACH BALL	873.58	
			0904COCPFO-F	9/21/2023	FILE FOLDERS	548.91	1,422.49
117710 10/11/2	2023 51847	PARTY TIME RENTALS	57	9/28/2023	10/21 MECHANICAL BULL RN	1,387.50	1,387.50
117711 10/11/2	2023 54812	PAX FITNESS REPAIR, LLC	2176	9/11/2023	INSTLL'D POWER CORD & H/	516.61	
			2177	9/11/2023	SEP2023 PREVENTATIVE MAI	225.00	741.61
117712 10/11/2	2023 02028	PETE'S ROAD SERVICE, INC.	23-0698287-00	9/2/2023	FLAT REPAIR	37.61	
			23-0699937-00	9/11/2023	FLAT REPAIR	37.61	
			23-0700043-00	9/11/2023	FLAT REPAIR	37.61	
			23-0700835-00	9/13/2023	FLAT REPAIR	37.61	
			23-0701086-00	9/14/2023	SVC CALL: INSTLL'D NEW TIF	975.46	
			23-0701135-00	9/14/2023	FLAT REPAIR	37.61	1,163.51
117713 10/11/2	2023 01395	PJ'S DESERT TROPHIES & G	1126495	8/29/2023	URBAN FOREST SIGN, PROP	467.01	467.01
117714 10/11/2	2023 52596	PLANIT PRINT WORKS	924452	7/13/2023	RED DOOR HANGERS	301.77	
			924654	7/20/2023	POSTER- BGDMA PK COURT	43.10	
			926164	9/25/2023	SCANNED FILES/PLANS & FL	2,423.00	2,767.87
117715 10/11/2	2023 42759	PROPER SOLUTIONS, INC.	15134	9/15/2023	WE 9/15: A. VALENZUELA	402.80	
			15135	9/15/2023	WE 9/15: V. FOURNIER	1,611.20	
			15157	9/22/2023	WE 9/22: A. VALENZUELA	1,611.20	
			15158	9/22/2023	WE 9/22: V. FOURNIER	1,611.20	5,236.40
117716 10/11/2	2023 52306	QUINN COMPANY	26174601	9/19/2023	9/15-18 UTV- OFF RD UTILITY	2,759.22	2,759.22
117717 10/11/2	2023 52470	R & R TOWING	59420	9/6/2023	9/6 TOWING: MECCA/AVE 51	271.00	
			59421	9/6/2023	9/6 TOWING: MECCA/AVE 51	271.00	
			59503	9/14/2023	9/14 TOWING: 84119 CALEND	271.00	813.00
117718 10/11/2		RAIMI & ASSOCIATES, INC.	23-5975	9/21/2023	AUG2023 GENERAL PLAN AM	3,328.19	3,328.19
117719 10/11/2	2023 55417	REGISTRY OF CHARITABLE	T 2023 Rnwl	9/28/2023	2022/23 REGISTRATION RENI	25.00	
			2021 Rwnl	9/28/2023	2020/21 REGISTRATION RENI	25.00	50.00

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# Check List City of Coachella

Page Item 15.

Bank: wfb WELLS FARGO BANK (Continued)								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117720	10/11/2023	54500	RELIABLE TRANSLATIONS CO	25945	9/26/2023	9/26 COMMUNITY MTG SVCS	401.80	
				25792	9/9/2023	9/9 DOCUMENT TRANSLATIO	182.40	
				25891	9/20/2023	9/20 DOCUMENT TRANSLATI	75.00	
				25946	9/27/2023	9/27 DOCUMENT TRANSLATI	75.00	734.20
117721	10/11/2023	48608	<b>REYES COCA-COLA BOTTLIN</b>	37574408032	9/13/2023	SOFT DRINKS & POWERADE	873.36	873.36
117722	10/11/2023	44161	ROBERT HALF	62577581	9/19/2023	WE 9/15: D. PATTERSON	2,200.00	2,200.00
117723	10/11/2023	52991	S & D CAR WASH MANAGEME	ARB170232	8/31/2023	AUG2023 CAR WASH SERVIC	489.30	489.30
117724	10/11/2023	00382	SAFEGUARD BUSINESS SYS	19002539463	9/20/2023	W-2 BLANK FORMS & ENVEL	276.82	276.82
117725	10/11/2023	55272	SALAS, LAWRENCE Y.	Sep2023	9/26/2023	9/6 CITIZENSHIP CLASSES	145.00	
				Sep2023	9/26/2023	9/11+13 CITIZENSHIP CLASSE	290.00	
				Sep2023	9/26/2023	9/18+20 CITIZENSHIP CLASSI	290.00	725.00
117726	10/11/2023	50827	SDC SOUND COMPANY LLC	1130	9/7/2023	10/21 SOUND+LIGHTING @ T	7,950.00	7,950.00
117727	10/11/2023	54620	SOUTHWEST PROTECTIVE S	11751	9/1/2023	AUG2023 SECURITY SVCS @	7,968.00	7,968.00
117728	10/11/2023	52595	STAPLES BUSINESS CREDIT	7613902918-0-1	8/25/2023	MICRO MESSAGE DATER, E-I	73.46	
				7613902918-0-2	8/28/2023	MOBILE PRINTER STAND	205.42	
				7615041150-0-1	9/15/2023	SAFCO ONYX WALL MOUNT I	105.91	
				7615246917-0-1	9/19/2023	HP 64XL BLACK COMBO & AA	83.90	
				7615469485-0-1	9/22/2023	STAPLES 8.5X11 COPY CS, PI	125.95	
				7615471221-0-1	9/21/2023	BOSTITCH ELECTRIC STPLR	66.96	
				7615629327-0-1	9/22/2023	PLASTIC SHOPPING BAGS, N	202.48	
				7902505212-0-2		ASSORTED FOLDER	19.60	
				7903395779-0-1		EPSON SJIC18K INK CART BL	107.63	
				7903396587-0-1		HP 206X HY CYAN TONER CA	640.65	
				7903396587-0-2		ENV WH P&S WH	39.88	
				7615471638-0-1		LYSOL DISINFECTING WIPE,	148.44	
				7615471638-0-3		BERK DPNSR HVYWRPD BLK	21.30	
						3TAB FLDR LTR & FOLDR SN	38.24	1,879.82
	10/11/2023		SVA ARCHITECTS, INC.	61054		PE8/31 CONCEPT DESIGN OF	2,000.00	2,000.00
117730	10/11/2023	51918	THE GREATER COACHELLA \			STATE OF THE CITY & BUSIN	750.00	
				401234	7/1/2023	JULY-SEP2023 QTRLY DISBUI	19,000.00	19,750.00
	10/11/2023		THREE PEAKS CORP	4		PE9/14 BGDMA PARK COURT	29,492.75	29,492.75
	10/11/2023		T-MOBILE USA, INC.	9543686596	9/1/2023	8/14-22 TIMING ADVANCE	25.00	25.00
	10/11/2023		TRI-STATE MATERIALS, INC.		9/6/2023	FILL SAND	217.50	217.50
	10/11/2023		TRUJILLO, ANTHONY	0102123	7/10/2023	10/21 PERFORMANCE @ TTC	2,499.00	2,499.00
117735	10/11/2023	54835	VALENCIA, ARNULFO	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00

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### Check List **City of Coachella**

Page Item 15.

Bank	Bank: wfb WELLS FARGO BANK (Continued)							
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
117736	10/11/2023	55416	VALENZUELA, DUNIA	Refund	9/27/2023	DEPOSIT REFUND- 9/16 LIBR	300.00	300.00
117737	10/11/2023	51382	VILLALOBOS, ROBERTO	Deposit	9/27/2023	9/17 EL GRITO FOOD VENDO	100.00	100.00
117738	10/11/2023	44775	VISTA PAINT CORPORATION	2023-160544-00	9/14/2023	COVERALL EXT FLAT WHITE-	711.90	711.90
117739	10/11/2023	01732	WAXIE SANITARY SUPPLY	81958106	9/7/2023	ECO GREEN NO-TOUCH NAT	981.31	981.31
117740	10/11/2023	48971	XPRESS GRAPHICS & PRINT	123-55920	8/24/2023	VETERAN POLE BANNERS	661.20	661.20

Sub total for WELLS FARGO BANK: 461,612.21

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109 checks in this report.

Grand Total All Checks: 8

881,160.09

Date: October 11, 2023

Interim Finance Director: Ruben Ramirez

City Manager: Gabriel Martin

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# STAFF REPORT 10/11/2023

**To:** Honorable Mayor and City Council Members

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

**SUBJECT:** Authorization to file a Notice of Completion and authorize appropriation of \$56,536.39 from General Fund for the Bagdouma Park Court Improvements City Project P-21, CDBG 4. CO.24-20.

#### **STAFF RECOMMENDATION:**

- Accept the Bagdouma Park Court Improvements City Project P-21, CDBG 4. CO.24-20, as complete, and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.
- Authorize appropriations from General Fund in an amount of \$56,536.39 for the Bagdouma Court Improvements Project City Project P-21, CDBG Project 4. CO.24-20.

#### **BACKGROUND:**

On September 14, 2022, the City of Coachella acted to authorize the City Manager to execute a construction contract with Three Peaks Corp in the amount of \$624,310.21 and an amount of \$62,341 for contingency for the construction of the Bagdouma Park Court Improvements– City Project P-21, CDBG No. 4.CO.24-20.

#### **DISCUSSION/ANALYSIS:**

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion. Upon acceptance by City Council, the Project will enter a one-year warranty period as prescribed by the project contract agreement.

The Bagdouma Park Court Improvements City Project No. P-21, CDBG No. 4.CO.24-20, improved the overall quality of life and health of the citizens and general public by renovating an outdated and dilapidated Basketball court into an upgraded and modern combination of Basketball, Tennis, and Pickleball courts. These improvements help to improve the over quality of the Bagdouma Park, and enhance the health and lives of the citizens and public by providing a variety of sport activities that encourage exercise and positive social interactions within the community.

#### FISCAL IMPACT:

Construction was completed using \$215,919.67 General Fund and with a Community Development Block Grant (CDBG) Contribution of \$647,737.14, for a Total Budget of \$863,656.81. With this action, City Council will be approving appropriation and transfer of \$56,536.39 from General Fund to CIP Fund 182 for the additional Change Orders. The project was completed over budget with an Original Contract Amount of \$624,310.21 plus 10% for contingencies, with Contract Change Orders No. 1-3 in the amount \$239,346.60, for a Total Construction Cost of \$863,656.81.

#### **ATTACHMENTS:**

1. Notice of Completion

		Item 16.			
To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.					
When Recorded, return to:					
Delia Granados, Deputy City Clerk City of Coachella 53990 Enterprise Way Coachella, CA 92236	(For Recorders Use)				

# Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a Political Subdivision of the State of California, that a public work improvement described as the Bagdouma Park Court Improvements– City Project P-21, CDBG No. 4.CO.24-20, has been completed and was accepted by the undersigned awarding authority on the date hereof. The court improvements were performed at Bagdouma Park, located in the City of Coachella.

The contractor on such work was <u>Three Peaks Corp.</u>, and the surety on his bond is <u>Ohio Casualty Insurance</u> <u>Company</u>, located at 790 The City Drive South, Suite 200, Orange, CA. 92868.

The real property upon which said work was performed is in the City of <u>Coachella</u>, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: October 11, 2023	City of Coachella			
(Date of Acceptance)	(Name of Political Subdivision)			
Owner Address: 52000 Enterprise Wey				
53990 Enterprise Way Coachella, CA 92236				
	By:			
	Steven A. Hernandez			
	Title: <u>Mayor</u>			
State of California)	City of Coachella			
) ss	·			
County of Riverside)				
I hereby certify that I am the <u>Deputy City Clerk</u>	of the governing board of the City of Coard	chella,		
the political subdivision which executed the foregoin	· · ·			
that I have read said notice, know its contents, and the	•			
that the foregoing is true and correct.				
	, California on (I	Date)		
(City Where Signed)				

County Counsel Form 1 (Rev. 5-64)



# STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members
FROM: Andrew Simmons, P.E., City Engineer
SUBJECT: Convert Avenue 51 and Mecca Street intersection to a three-way stopped controlled intersection as recommended by the Traffic Memorandum for Stop Warrant Analysis.

#### **STAFF RECOMMENDATION:**

Authorize City Staff to convert Avenue 51 and Mecca Street intersection to a three-way stopped controlled intersection as recommended by the Traffic Memorandum for Stop Warrant Analysis.

#### **BACKGROUND:**

Over the past year, the Subject Location has had three documented traffic incidents, with the latest being on September 7, 2023, involving a motorcycle and car. The other two traffic incidents (August 21, 2022 and August 18, 2023) involved damage to vehicles as well as the metal fencing for the daycare. The City has received a petition with 126 signatures on it from the residents of the area requesting stop signs be placed along Avenue 51, due to the recent uptick in vehicle incidents at this intersection, along with the daycare located on the southeast corner of the Subject Location.

#### **DISCUSSION/ANALYSIS:**

Based on the Traffic Memorandum for Stop Warrant Analysis and intersection conditions, Avenue 51 and Mecca Street should be converted to a three-way stopped controlled intersection to facilitate safer north/south pedestrian movements between the residential developments on the north and Bagdouma Park on the south side of Avenue 51. In addition, the conversion to a stop condition along Avenue 51 will potentially reduce future collisions and damage to the daycare facilities and/or injuries to the outdoor play area.

#### FISCAL IMPACT:

No Fiscal Impact.

#### ATTACHMENTS:

- 1. Resolution 2023-68
- 2. Traffic Memorandum for Stop Warrant Analysis along Avenue 51 at Mecca Street

#### **RESOLUTION NO. 2023-68**

# RESOLUTION OF THE CITY OF COACHELLA APPROVING AN ENGINEERING TRAFFIC MEMORANDUM FOR STOP WARRANT ANALYSIS ALONG AVENUE 51 AND MECCA STREET WITHIN THE CITY OF COACHELLA

WHEREAS, the City of Coachella has the authority to set and enforce stop signs within the City in accordance with guidelines set forth in the California Vehicle Code and California Uniform Manual on Traffic Control Devices; and

**WHEREAS**, a traffic memorandum was prepared by Heptagon Seven and was submitted to the City on September 27, 2023.

#### NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City

Council of the City of Coachella, State of California, approves the attached traffic memorandum dated September 27, 2023, and concurs with the recommended and with all signage and pavement markings required for proper posting of these segments which are detailed by the California Vehicle Code and the California Uniform Manual on Traffic Control Devices.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of October 2023.

Steven A. Hernandez Mayor

ATTEST:

Angela M. Zepeda City Clerk

#### **APPROVED AS TO FORM:**

Carlos Campos City Attorney TATE OF CALIFORNIA)<br/>() ss.COUNTY OF RIVERSIDE) ss.CITY OF COACHELLA

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-68 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11<sup>th</sup> day of October 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados Deputy City Clerk



October 4, 2023

Mr. Andrew Simmons City Engineer City of Coachella 53990 Enterprise Way Coachella, CA 92236

### Subject: Traffic Memorandum for Stop Warrant Analysis along Avenue 51 at Mecca Street

Dear Mr. Simmons:

This Memorandum has been prepared to provide justification for the installation of the three-way stop condition at the intersection of Avenue 51 and Mecca Street (Subject Location). The use of Stop signs to control speed is expressly prohibited in the CaMUTCD. Research has shown that (a) the installation of Stop signs, while reducing roadway speeds immediately adjacent to the Stop sign, has no effect on overall neighborhood speed limit compliance, and, (b) unwarranted Stop signs tend to have a lower driver compliance rate. However, since the existing posted speed along Avenue 51 is 40 MPH, the intent behind the request to install a multi-way stop condition at the Subject Location is driven by safety for both pedestrian movements along with the potential protection of an adjacent daycare facility.

#### **EXISTING CONDITION**

Mecca Steet is a two-lane suburban street, per the City's General Plan, with a stop condition with the intersection of Avenue 51. Avenue 51 is classified as a collector with enhanced bicycle facilities per the City's General Plan, however the current configuration of the street has two through lanes, center painted median, Class II bike lane, and on street parking. At the west leg of Avenue 51 at the intersection with Mecca Street, the City has installed a raised median refuge island. Crosswalks at the Subject Location are located across Mecca Street and at the west leg of Avenue 51. The Subject Location has street lighting at the far sides of the intersection. The posted speed limit along Avenue 51 is 40 MPH.

The Subject Location is a three-legged intersection with Mecca Street intersecting Avenue 51 from the south. Approximately 240 feet west of Mecca Street is Avenida Adobe, which intersects Avenue 51 from the north. The current intersection traffic control consists of a stop condition for Mecca Street and a through condition along Avenue 51, with the exception for when pedestrians are present, then traffic is required to yield.

To the south of Avenue 51, Bagdouma Park is located to the west and four apartment complexes along with a daycare facility are located east of Mecca Street. The daycare facility, which is adjacent to the intersection at the southeast corner, has a 5-foot-tall metal fence encircling the site, with the outdoor play area immediately adjacent to Mecca Street and Avenue 51. North of Avenue 51 is a residential neighborhood with single family homes.

#### BACKGROUND

Over the past year, the Subject Location has had three documented traffic incidents, with the latest being on September 7, 2023, involving a motorcycle and car. The other two traffic incidents (August 21, 2022 and August 18, 2023) involved damage to vehicles as well as the metal fencing for the daycare.

The City has received a petition with 126 signatures on it from the residents of the area requesting stop signs be placed along Avenue 51, due to the recent uptick in vehicle incidents at this intersection, along with the daycare located on the southeast corner of the Subject Location.

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As previously noted herein, Mecca Street is the south leg of an "left-right" offset or staggered intersection with Avenue 51, with Avenida Adobe, approximately 240 feet west, being the north leg of the intersection. A "left-right" staggered intersection eliminates all left turn movement conflicts along Avenue 51. In addition, both the north and south intersecting leg are 90 degrees to Avenue 51. Therefore, the intersection does not have any geometric deficiencies.

The City has recently completed a pedestrian safety enhancement project at the Mecca Street and Avenue 51 leg, consisting of a raised median pedestrian refuge island along with flashing pedestrian crossing sign and required signing.

#### **CONSIDERED CRITERIA**

The Ca MUTCD suggests the following criteria be considered for installation of a stop condition.

1. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

#### No traffic signal is planned at this location.

2. A crash problem, as indicated by five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation.

Data provided by the City revealed three (3) incidents over the past 12 months, with the most recent one occurring in early September 2023. Although, the number of incidents does not meet the noted criteria. However, due to the lower traffic volumes on the subject streets, this intersection is becoming an area of concern within this residential setting. It is believed that a multi-way stop at the Subject Location would correct the recent vehicle incidents.

3. Minimum volumes warranting a multi-way stop.

a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.

This analysis did not have any available traffic volumes, however from review of old traffic counts (2015) and general field observations, the intersection would meet a minimum of 300 vehicles entering the intersection along Avenue 51. In addition, in combining the staggered intersection, and through general field observations, the minor street approaches should also meet 200 units per hour.

4. Where no single criterion is satisfied, but where Criteria 2, 3a and 3b are all satisfied to 80 percent of the minimum values.

#### *Criteria 2 would not be met at 80% (4 incidents) of the minimum value.*

The CaMUTCD further suggests the following additional criteria be considered for evaluating a multiway stop intersection.

1. The need to control left-turn conflicts.

### Left turn conflicts are not a factor of concern at this intersection.



2. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.

The intersection does have high pedestrian volumes from north to south between the residential neighborhood and Bagdouma Park. A stop condition on Avenue 51 will further enhance a safer crossing at the Subject Location.

3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop.

#### Intersection sight distance or existing intersection geometry is not a factor at this location.

4. An intersection of two residential neighborhood collector streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

#### There are not significant operations issues at this intersection.

#### **CONCLUSIONS AND RECOMMENDATIONS**

Based on our intersection review and information provided to us by the City, the following observations and recommendations have been made:

- Based on the assessment of the existing conditions at the intersection of Avenue 51 and Mecca Street, it is noted there are no existing geometric, signing, or striping deficiencies with the intersection, except for a missing two direction large arrow sign (W1-7) on the north of the Avenue 51. Furthermore, a W1-7 sign is also missing at the south side of Avenue 51 at Avenida Adobe intersection. In addition, the City should perform a night review of the Subject Location to ensure the existing street lighting provides sufficient lighting levels for the west side crosswalk.
- Based on the above noted criteria and intersection conditions, Avenue 51 and Mecca Street should be converted to a three-way stopped controlled intersection to facilitate safer north/south pedestrian movements between the residential developments on the north and Bagdouma Park on the south side of Avenue 51. In addition, the conversion to a stop condition along Avenue 51 will potentially reduce future collisions and damage to the daycare facilities and/or injuries to the outdoor play area.
- Installation of a stop condition along Avenue 51 should be established in accordance with the CaMUTCD along with placement of advance warning signs and/or changeable message signs noting the change in traffic control at the Subject Location.

Let me know if you have any comments, questions, or concerns with the above intersection assessment.







# STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Sponsorship of Synergy Music and Arts Festival Event:

a) Sponsorship request from Culturas Music & Arts \$18,600.00 for the 2023 Synergy Music and Arts Festival Event; and
b) Approval for operation of a beer garden on November 11, 2023 at Dateland Park from 4pm to midnight.

### **STAFF RECOMMENDATION:**

Sponsorship of Synergy Music and Arts Festival Event:

- a) Sponsorship request from Culturas Music & Arts \$18,600 for the 2023 Synergy Music and Arts Festival Event; and
- b) Approval for operation of a beer garden on November 11, 2023 at Dateland Park from 10am to midnight.

#### **EXECUTIVE SUMMARY:**

The 2023 Synergy Music and Arts Festival is planned to occur on Saturday, November 11, 2023 from 10am to midnight. This event has been a recurring event in Coachella since 2012. The event would occur at Dateland Park and include live bands, disc jockey, food vendors, art displays, merchandise vendors, car show and beer garden.

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

### FISCAL IMPACT:

None.



# STAFF REPORT 10/11/2023

To:Honorable Mayor and City Council MembersFROM:Maritza Martinez, Public Works DirectorSUBJECT:Approve execution of 2023 – 2025 Memorandum of Understanding between<br/>the City of Coachella and Desert Recreation District.

#### **STAFF RECOMMENDATION:**

Approve execution of 2023 – 2025 Memorandum of Understanding between the City of Coachella and Desert Recreation District.

#### **EXECUTIVE SUMMARY:**

For the past eleven years, the Council has approved funding for the following Summer Programming: Open Swim Passes, Summer Camp Scholarships, and Movies at the Parks. City Council has approved a Memorandum of Understanding since July 25, 2011, authorizing the partnership between the City of Coachella and Desert Recreation District (DRD), which provides these programs at the Bagdouma Community Center and city parks. The collaboration with the DRD provides recreational programming available at the various city parks and Bagdouma Community Center including: Piano, Guitar, Drums, Teen Social Nights, Baile Folklorico, Fit after 50, Dance Play and Pretend Ballet, Beginning Ballet, Basketball Training Zone, Summer Art Scene, Toddler and Me Fitness, Lindsey's Full Body Fitness and Tiny Soccer Stars.

The proposed MOU will be for a two-year term, June 1, 2023 - May 31, 2025, and provides flexibility for DRD to expand programming as the demand is identified.

#### FISCAL IMPACT:

The recommended action has no fiscal impact as these funds were budgeted in the current budgeted.

Attachments:

Proposed MOU

# MOU BETWEEN THE CITY OF COACHELLA AND DESERT RECREATION DISTRICT FOR 2023 and 2025 RECREATIONAL PROGRAMMING

This MOU is made and entered into this 28<sup>th</sup> day of June, 2023, by and between the CITY of Coachella, a municipal corporation, hereinafter referred to as "CITY", and Desert Recreation DISTRICT, a public agency and California Special District, hereinafter referred to as "DISTRICT".

### WITNESETH:

**WHEREAS,** the CITY owns or leases property (including but not limited to ball fields, pools and community centers) that are used for parks, recreational, and community activities; and,

**WHEREAS**, the DISTRICT is authorized and qualified to provide and administer these activities; and,

**WHEREAS,** DISTRICT currently provides programs for and operates Bagdouma Pool from Memorial Day through Labor Day each year on behalf of the CITY; and,

**WHEREAS,** the CITY desires the DISTRICT to expand its provision and administration of recreational activities and related services on CITY property to provide additional benefits to the residents of Coachella, and

**WHEREAS,** the CITY desires to contract with the DISTRICT to provide the, following additional "Summer Programming": Summer Camp Scholarships, Movies at the Parks, and Open Swim Passes, and

**WHEREAS,** the City desires to contract with the DISTRICT to provide "Various Recreational Programming" as requested at the Bagdouma Community Center; and

**NOW, THEREFORE,** in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties agree as follows:



# 1. Term:

The term of this MOU shall commence on Friday, May 23, 2023 and end on May 22, 2025.

A. CITY and DISTRICT, may by written notice, terminate this MOU at any time and without cause by giving written notice to the CITY/DISTRICT of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

# 2. **CITY Obligations:**

In consideration of the provision of park and recreation programming as set out in Section 3 below, CITY shall make available to DISTRICT the following facilities: Bagdouma Pool, Bagdouma Community Center( the multipurpose room of the with associated restrooms and attached covered patio), the use of Bagdouma Park, Rancho De Oro Park and Dateland Park (all of these collectively called the "CITY facilities"). DISTRICT shall not modify such facilities or property without the prior written consent of the CITY.

- A. CITY shall be responsible for routine maintenance and the repair and upkeep of CITY facilities in order for them to be appropriate for DISTRICT's use.
- B. CITY shall pay all utilities and related payments for use of CITY facilities, with the exception of field and field lighting use.
- C. CITY shall be responsible for the cost of repair to CITY facilities damaged by vandalism or other intentional acts and shall maintain insurance or self-insurance which covers such repairs.
- D. CITY shall provide DISTRICT with current emergency and maintenance contact information.
- E. CITY shall pay the DISTRICT for the agreed upon Summer Programming based upon the cost recovery fees identified in Exhibit A, attached hereto and incorporated herein by this reference.

# 3. **DISTRICT Obligations:**

DISTRICT shall be responsible for all costs of providing such programs (including but not limited to instructors, supplies, overhead and



administration) and shall be responsible for set up for and clean up after such programs.

- A. DISTRICT shall operate and manage the Summer Programming, Adult Recreation Programming and Various Recreational Programming as described in Exhibit B, attached hereto and incorporated herein by this reference. The identified Programming offers recreational activities and events for various ages and interests at: Bagdouma Pool, Bagdouma Community Center, Bagdouma Park, Dateland Park and Rancho De Oro Park.
- **B.** DISTRICT will provide all Programming at the agreed upon costs identified in Exhibit A.
- **C.** The DISTRICT may request to provide additional programming and for such programming shall determine, collect and retain user fees in order to fund such programs and activities initiated by the DISTRICT. DISTRICT shall be responsible for any and all bad debts or collections of such fees. DISTRICT shall provide a current copy of user fees to CITY. The DISTRICT must obtain a facility use permit for all programming at City facilities.
- **D.** DISTRICT shall program, staff and operate Bagdouma Pool from the Friday proceeding Memorial Day through Labor Day.
- **E.** District shall ensure users of the CITY's Summer Programming are CITY residents.
- **F.** DISTRICT shall provide other services requested by the CITY at an additional cost consistent with DISTRICT's cost recovery policy. Such services may include programming, administration, coordination and reservation management, or maintenance.
- **G.** DISTRICT shall provide CITY with current emergency and maintenance contact information.
- **H.** Non-Discrimination: Recreation programs and services shall be provided in accordance with all local, state, and federal laws and regulations, without discrimination as to protected categories.
- **I.** DISTRICT will help promote the all Programming, identified in Exhibit B, through its available media outlets and relationships.
- **J.** DISTRICT will invoice the CITY for the agreed upon Summer Programming, as identified in Exhibit A, and provide enrollment/user information for each program to substantiate the invoiced amounts.



Invoiced amount will be based upon authorized enrollments per City funded program and will not exceed City allocated per program budget unless nutheriEcd by the City Manager or his/her designee.

- K. DISTRICT will pay CITY all user fees for any field and/or field light use needed for Programming and identified in facility use permit.
- 4. Insurance:

The CITY and DISTRICT each shall procure and maintain, at each's sole expense, for the duration of this MOU, commercial general liability insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by the CITY or DISTRICT respectively, or by their agents, representatives, employees and authorized volunteers. General liability insurance shall be provided in the amount of not less than two million dollars (\$2,000,000) combined single limit personal injury and property damage. Each party shall furnish the other with original endorsements naming the other as an additional named insured under such policy. Such insurance shall be primary as to the other party.

Each party shall cover its employees under workers compensation as required by law.

5. Independent Contractor:

The DISTRICT is an independent contractor hereunder, responsible for the provision of services without direction or control by CITY. The employees of DISTRICT shall not be deemed to be or to become employees of CITY as a result of this MOU.

6. Amendments:

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon approval by the DISTRICT's authorized representative and the CITY's authorized representatives.

7. Notice:

All notices or demands of any kind served by either party to this MOU by the other will be in writing and will be personally delivered or mailed by registered or certified mail, return receipt requested addressed as follows:



City Manager CITY of Coachella 53462 Enterprise Way Coachella, CA

General Manager Desert Recreation DISTRICT 45-305 Oasis Street Indio, California 92201

# 8. Litigation Costs:

In the event an action is filed by either party to enforce any rights or obligations under this MOU, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in addition to any other relief granted by the court.

# 9. Authority to Execute MOU:

Both the CITY and the DISTRICT covenant that each individual executing this MOU on behalf of each party is a person duly authorized.

# **10.** Indemnification:

The CITY hereby agrees to indemnify, defend (with counsel of DISTRICT's choice) and save the DISTRICT harmless from and against any and all losses, claims, actions, fines, penalties, demands, damages, liability and expenses, including attorneys' fees, in connection with loss of life, personal injury or damage to property, arising from or out of any occurrence in, upon, or at the facilities named hereunder or occasioned wholly or in part by any act or failure to act by the CITY, its agents, contractors, employees or servants., except that arising from the sole negligence or misconduct of DISTRICT.

The DISTRICT hereby agrees to indemnify, defend (with counsel of CITY's choice) and save the CITY harmless from and against any and all losses, claims, actions, fines, penalties, demands, damages, liability and expenses, including attorneys' fees in connection with loss of life, personal injury, and damage to property arising from or out of the provision of recreation services hereunder or occasioned wholly or in part by any act or failure to act by the CITY, its agents, contractors, employees or servants, except that arising from the sole negligence or misconduct of CITY.

# 11. Entire MOU:

This writing constitutes the entire MOU of the parties with respect to the subject matter herein and may not be modified or amended except by a written MOU executed by both parties.

# 12. No Waiver:



Item 19.

No waiver of any term or condition or default hereunder will be considered valid unless in writing, and no such waiver will be deemed a waiver of any subsequent breach or default of the same or similar nature.

# 13. Counterpart:

This MOU may be executed in one or more counterparts, all of which if taken together will be deemed an original.

WHEREAS IN WITNESS THEREOF, the CITY and DISTRICT hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

By:

# City of Coachella:

**Desert Recreation District** 

By: Gabriel D. Martin, PhD City Manager

Kevin Kalman General Manager

# Attest:

By: \_

City Clerk

# Approved as to form:

By:

City Attorney



#### **EXHIBIT** A

### 2023 and 2025 PROGRAMMING COST RECOVERY FEES

The below are estimated costs per enrollment and event. These line item allocations can be shifted with the concurrence of the City Manager, or his/her designee, so long as the total allocation is not exceeded. The DISTRICT may not shift these line item allocations without prior written approval of the City Manager or his/her designee.

#### CITY COSTS: \$ 16,800.00

- Summer Camp Scholarships: three-three week sessions <u>Budget: \$10,800;</u>
- Ages served 5-12
- Residents served = up to 90
- Full Cost per 3 week session: \$360.00
- An approved scholarships will provide for \$120.00 off each session price; City cost per approved scholarship will total \$120.00 per session.
- A child can qualify for each 3 week summer camp session.

### Movies in the Park: Budget: \$9,000 (eight movies shown)

- Ages served all ages
- Residents served = 2,800 (estimate based on last year's attendance)
- A total of 8 movie showings to start at dusk on Friday nights in May and October at Bagdouma Park.
- Open Swim Passes: provides all CITY residents free access to Bagdouma Pool during open swim.

Budget: \$6,000.00

Ages served — all ages

### **PROGRAMS OFFERED AT NO COST:**

- Fit After 50
- Teen Program/Teen Social Nights
- Halloween Carnival
- Eggstravaganza
- Hearts and Crafts
- Prom Dress Giveaway
- Move and Play Fitness
- Cookies with Mrs. Claus
- Kids in the Kitchen
- Loteria Nights
- Senior/Adult/Youth Nutritional Classes

#### EXHIBIT B PROGRAMMING DESCRIPTIONS

These line item programs can be adjusted with the concurrence of the City Manager, or his/her designee. The DISTRICT may not shift these line item allocations without prior written approval of the City Manager or his/her designee.

- <u>Summer Camp Scholarships</u> Day camp programming provided out of the Bagdouma Community Center for ages 5-12. The camp runs from June to August; three week sessions that run from 7:30 am to 6 pm, Monday through Friday. <u>Movies at the Parks</u> — a total of seven movie nights. Movies will be shown at Rancho De Oro Park.
- <u>Open Swim Passes</u> All Coachella Residents are provided free use of the Bagdouma Pool during the summer months (commencing after Memorial Day Weekend and ending Labor Day weekend); funding permitting. The open swim hours are between 12 pm to 4 pm and 7 pm to 9pm; during the identified months the pool is operated and staffed by the DISTRICT.

Various Additional Recreational Programming - includes Free and Cost Recovery based programming provided by the DISTRICT at the Bagdouma Community Center, Bagdouma Pool and Bagdouma Park.



Los Angeles, CA Subject: Letter of Donation

#### Dear Partner,

In my capacity as Manager of Teqball USA LLC (**"Teqball"**), it is my deliberate wish to provide City of Coachella -Recreation (**"Recipient"**) a donation in order to contribute to the successful development of teqball. Accordingly, the donation shall be used for the sole purpose of the development of the teqball sport as agreed by Teqball. We thank you for your cooperation in this respect.

The donation by Teqball includes 2 Teq One tables for a total value of **\$7000** including shipping costs to the place of delivery. The table(s) will be shipped from Summerville, SC warehouse to 53462 Enterprise Way, Coachella, CA 92236 at the agreed date.

However, Recipient shall be responsible to ensure cooperation with the local authorities and/or Teqball as may be required (including personal availability for an active contribution to import, customs and transport process management, observing the authority deadlines) in order to receive the donation. Any costs due to delayed process management by Recipient shall be borne by Recipient.

The donation is provided to be placed and maintained in the following location(s):

Bagdouma Park, 51251 Douma Street, Coachella, CA 92236

Recipient understands that end users use the donated items at their own risk, and it is the Recipient's responsibility to inform end users thereof. By accepting this donation, Recipient expressly acknowledges and undertakes to inform any end users that Teqball and/or the manufacturer is not liable for any injuries, damages or costs, of whatever nature, regarding the use of the donated items, except if such damage is caused by latent product defects that can be demonstrated as being present at the time of delivery. Recipient is solely responsible to handle and settle any related claims. For these purposes, Recipient is advised to maintain appropriate insurance policy to cover all potential risks. You are kindly requested to learn more about the proper use of the donated items through <u>www.teqball.com</u> or at <u>www.fiteq.org</u>.

I hope that Teqball's donation will contribute to the success of teqball and teqball events and activities, and will contribute to the local community in a positive manner.

Best regards,

Ajay Nwosu Teqball USA LLC Manager

On behalf of the Recipient I accept (signature): Date: Name and Position:

Annex: Pro-forma invoice of the donated tables



# STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Approve donation of two teqball tables and installation at Bagdouma Park.

#### **STAFF RECOMMENDATION:**

Approve donation of two teqball tables and installation at Bagdouma Park.

#### **EXECUTIVE SUMMARY:**

On July 31, 2023, staff received a correspondence from Teqball USA LLC relaying its interest in providing Coachella a free Teqball Teq One Table. Teqball is a soccer based sport that is played on a curved table and can be played as a singles game (1 vs. 1) or a doubles game (2 vs. 2). In an effort to bring more awareness of this sport Teqball USA LLC is making tables available to high traffic areas such as local sports parks.

As Bagdouma Park is our largest sports park and soccer is an extremely popular sport is Coachella, staff is recommending installation of two of the Teqball Teq One Tables at Bagdouma Park. The recommended location is near the volleyball courts at Bagdouma Park near Avenue 51 – please see below recommended placement of two (2) Teqball Teq One Tables.



Staff has shared the recommended placement of the two free Teqball Teq One Tables and Teqball USA LLC has approved donation of two tables for placement at Bagdouma Park. Staff is recommending acceptance of the \$7000 value donation for the two Teqball Teq One Tables (\$3500 each) and approval of their installation at Bagdouma Park.

The Parks and Recreation Commission recommended approval of this item during their September 19, 2023meeting.



FISCAL IMPACT:

The installation cost of the tables is estimated at \$2,500; the tables and shipping will be donated by Teqball USA LLC.

Attachment: Donation Letter



# STAFF REPORT 10/11/2023

**To:** Honorable Mayor and City Council Members

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

SUBJECT:Resolution 2023-67 Approving an Engineering Traffic Memorandum and<br/>Establishing A Speed Limit Change on Avenue 49 Within the City of Coachella

#### **STAFF RECOMMENDATION:**

Approve Resolution 2023-67 Approving an Engineering Traffic Memorandum and Establishing A Speed Limit Change on Avenue 49 Within the City of Coachella.

#### **BACKGROUND:**

A petition request was signed and submitted to the Engineering Department to install a mid-block crosswalk due to safety concerns and speeding along Avenue 49 between Grapefruit Blvd and Van Buren Street. The use of stop signs to control speed is expressly prohibited in the California Manual on Uniform Traffic Control Devices (CA MUTCD). A traffic memorandum was prepared to analyze the best traffic calming recommendations for this corridor.

#### **DISCUSSION/ANALYSIS:**

Based on the Traffic Memorandum, the speed limit on Avenue 49 between Grapefruit Blvd and Van Buren Street should be reduced from 40 MPH to 25 MPH to facilitate safer north/south pedestrian movements. Staff recommends implementing and enforcing the speed reduction to provide for pedestrian safety.

#### FISCAL IMPACT:

No Fiscal Impact.

#### ATTACHMENTS:

- 1. Resolution 2023-67
- 2. Traffic Memorandum for Avenue 49 Speed Limit Change

#### **RESOLUTION NO. 2023-67**

# RESOLUTION OF THE CITY OF COACHELLA APPROVING AN ENGINEERING TRAFFIC MEMORANDUM AND ESTABLISHING A SPEED LIMIT CHANGE ON AVENUE 49 WITHIN THE CITY OF COACHELLA

WHEREAS, the City of Coachella has the authority to set and enforce speed limits within the City between 15 MPH and 65 MPH in accordance with guidelines set forth in the California Vehicle Code and the California Uniform Manual on Traffic Control Devices; and

**WHEREAS**, enforcement of speed limits by use of Radar and Lidar units is unjustified without a current Engineering and Traffic Survey; and

**WHEREAS**, a traffic memorandum to evaluate current conditions was prepared by a licensed Professional Engineer and completed on October 3, 2023.

#### NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City

Council of the City of Coachella, State of California, approves the attached traffic memorandum dated October 3, 2023, and concurs with the recommended speed limits detailed in the memorandum and with all signage and pavement markings required for proper posting of these segments which are detailed by the California Vehicle Code and the California Uniform Manual on Traffic Control Devices.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of October 2023.

Steven A. Hernandez Mayor

ATTEST:

Angela M. Zepeda City Clerk

#### **APPROVED AS TO FORM:**

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-67 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11<sup>th</sup> day of October 2023 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados Deputy City Clerk



#### MEMORANDUM 10/3/2023

То:	Honorable Mayor and City Council Members
FROM:	Andrew Simmons, P.E., City Engineer
SUBJECT:	Avenue 49 Speed Limit Change

This memorandum has been prepared to provide an assessment of traffic safety concerns pertaining to Avenue 49 between Grapefruit Blvd and Van Buren Street.

In accordance with the California Vehicle Code (CVC) sections 22348-22366, the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) and 2020 California Manual for Setting Speed Limits, an engineering study was conducted from Grapefruit Boulevard to Van Buren Street.

#### **EXISTING CONDITION:**

Avenue 49 is a two-lane urban street with bicycle facilities and on street parking, per the City's General Plan, between Grapefruit Boulevard and Van Buren Street. Avenue 49 intersects Van Buren Street from the west as a three-legged traffic signal-controlled intersection. Avenue 49 intersects Grapefruit Boulevard from the east as a three-legged traffic signal-controlled intersection. Between Grapefruit Boulevard and Van Buren Street, there is a stop condition at the intersection of Frederick Street. Frederick Street intersects Avenue 49 from the south as a three-legged intersection. North of the Frederick Street and Avenue 49 intersection is a multi-use bicycle and pedestrian trail that travels to Rancho Las Flores Park. The posted speed limit along Avenue 49 is 40 MPH.

#### **CONSIDERED CRITERIA:**

The CA MUTCD and Caltrans Policy Directive 09-04 recommend setting a speed limit at the nearest 5 mph increment to the 85<sup>th</sup> percentile speed of free-flowing traffic. The MUTCD and Caltrans Policy Directive also allow for speed limit reduction below the 85<sup>th</sup> percentile, where an engineering study indicates the need for a reduction in speed to match existing conditions with the traffic safety needs of the community and such reduction will facilitate the safe and orderly flow of traffic.

Other factors that may be considered when establishing speed limits include the following:

A. Road characteristics, shoulder condition, grade, alignment, and sight distance;

#### Ave 49 has a strait alignment with no grade or sight distance impairments.

#### B. The pace speed;

Based on visual observation and community feedback the pace speed has been determined to be highly irregular. Due to the strait and flat alignment of the road, some vehicles are found to travel at speeds in excess of the speed limits while other vehicles are found to travel well below the speed limit due to the high density of driveways, pedestrians and roadside development of a Mosque. This disparity in pace speed results in vehicular conflict and frequent community complaint.

#### C. Roadside development and environment;

The east end of the roadway includes a heavily trafficked commercial development which includes four commercial driveways and a street intersection within 300 feet of a signalized intersection. This heavy concentration of vehicle turning movements adjacent to an intersection does not meet typical commercial standards of development and driveway separation. Reduction of speeds will reduce potential conflicts in this zone. The north side of the road also has a fully developed Mosque which results in heavy vehicular traffic and pedestrian traffic. The Mosque also offers daytime educational opportunities which would typically justify a maximum speed limit of 25 miles per hour due to the proximity of pedestrian-based children. The central section of Ave 49 bisects a multi-use trail that serves high volumes of pedestrian, bicycle and multi modal transportation from the adjacent communities to Las Flores Park to the North. The increased volume of pedestrian and multi modal traffic further justifies a reduction in speed. The West end of Ave 49 includes a reduction in road width and two-lane shifts. A reduction in speed will improve the overall safety of the vehicle/multi modal interactions.

D. Driveway Density;

Approximately 15 driveways exist in the eastern third of the roadway. This driveway density is typically associated with speed limits of 25 miles per hour per Caltrans standards. Many of these driveways are not readily apparent to a driver.

E. Parking practices and pedestrian activity; and

Roadside parking is allowed on both sides of the street along nearly the entire corridor. Roadside parking and pedestrian activities are much higher than typical due to the presence of the mosque and the intersecting multi modal trail. The City has received petitions to place midblock crosswalks from community members to accommodate the high volumes of pedestrians and parked vehicles. The City has denied the requests for a mid-block crossing for safety reasons, so that pedestrians will utilize the existing crosswalks at existing intersections. However, reduced speeds are warranted to facilitate the safe loading and unloading of parallel parked vehicles. F. Reported crash experience for at least a 12-month period

The most recent crash date available is from 2016 and there were 18 collisions with 6 collisions providing injury in a three-year period. Almost half of these collisions were caused by unsafe speed and two collisions were with pedestrians. A safety problem, is indicated by five or more reported crashes in a 12-month period. In general, a lower speed collision is less severe than higher speed collisions. Higher speeds increase stopping distances and the energy dissipated in an accident. Higher speeds could raise the severity of the collisions occurring in this area. A speed reduction is warranted due to number of collisions and high volume of pedestrians.

#### **CONCLUSIONS AND RECOMMENDATIONS:**

After evaluation current critical and pace speeds it is recommended that a 25-mph speed limit be implemented to be in concurrence with section 2B.13 of the CA MUTCD. The 25-mph speed limit was obtained by prima facie due to the pace speed, the number of access points, reported collision experience, and pedestrian activity as described in Section 2B.13 of the CA MUTCD.

Installation of speed limit change along Avenue 49 should be established in accordance with the CA MUTCD along with placement of advance warning signs and/or changeable message signs noting the change in traffic control at the subject location.

Andrew Ray Simmons. P.E., C 72868 City Engineer City of Coachella



# STAFF REPORT 10/11/2023

To:Honorable Mayor and City Council MembersFROM:Maritza Martinez, Public Works DirectorSUBJECT:Recommend approval of Memorandum of Understanding between for Library<br/>Operations at the Coachella Library and Coachella Library Annex between the<br/>City of Coachella and County of Riverside.

#### **STAFF RECOMMENDATION:**

Recommend approval of Memorandum of Understanding between for Library Operations at the Coachella Library and Coachella Library Annex between the City of Coachella and County of Riverside.

#### **EXECUTIVE SUMMARY:**

On June 27, 2018, City Council approved a Memorandum of Understanding (MOU) between the County of Riverside and City of Coachella for library services at the new Coachella Library. The MOU was approved and executed by the County on September 25, 2018. The MOU identifies that the County will operate the Coachella Library for forty (40) hours each week at no cost to the City. Additionally, the MOU identifies that the City provides for all utility expenses and building maintenance needs for the facility (the only exception is internet services which is provided by County to library designated area). The term of this MOU ended on June 30, 2023.

On October 19, 2022, the City of Coachella was notified it was awarded a grant for \$4,568,807 from the California State Library Building Forward Grant Program (CSLBFGP) to renovate and upgrade its Library Annex building. To secure the awarded funds the CSLBFGP requested the City enter into a new MOU with the County to include the Library Annex. In May 2023, the City Council approved an MOU as provided by the County to extend services through June 30, 2028 and provide services to the Library Annex at an estimated cost of \$200,000 for 20 hours per week (this will need to be revisited after the facility is built).

After Council approval, both the County and CSLBFGP requested additional changes to this MOU. Before the Council now is the MOU as recently approved by both County and CSLBFGP for the Coachella Library and future Library Annex. The MOU term is through June 30, 2036. Staff would revisit service options to City Council after additional community outreach is done to discuss services provided by the Library Annex.

The proposed MOU also reflects a change to library hours of operation. Currently, the Coachella Library hours of operations are as follows:

- Monday 10am to 6pm
- Tuesday 10am to 6pm
- Wednesday 12pm to 8pm
- Thursday 10am to 6pm
- Friday Closed
- Saturday 10am to 6pm
- Sunday Closed

The County has requested the Coachella Library hours be adjusted to allow their staff to have two consecutive days off. The proposed new library schedule aligns with the library higher traffic hours of use and still provides 40 hours of programming weekly:

- Monday Closed
- Tuesday 11am to 7pm
- Wednesday 11pm to 7pm
- Thursday 10am to 6pm
- Friday 10am to 6pm
- Saturday 10am to 6pm
- Sunday Closed

#### FISCAL IMPACT:

None.

#### Attachment:

Revised MOU

# MEMORANDUM OF UNDERSTANDING (MOU) FOR LIBRARY OPERATIONS AT THE COACHELLA LIBRARY AND COACHELLA LIBRARY ANNEX BETWEEN THE CITY OF COACHELLA AND THE COUNTY OF RIVERSIDE

This Memorandum of Understanding ("MOU") is made and entered into by and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State of California, and the CITY OF COACHELLA ("CITY"), a municipal organization organized under the laws of the State of California.

### RECITALS

WHEREAS, the COUNTY oversees the administration and operations of the Riverside County Library System ("RCLS"); and

WHEREAS, the COUNTY has entered into an agreement with Library Systems & Services, LLC, a Maryland limited liability company ("LS&S"), for contracted services for the RCLS for the provision of library services; and

WHEREAS, the COUNTY has been under an MOU with the CITY since October 20, 1998 to operate the Coachella Library, now located at 1500 Sixth St., Coachella, CA 92236; and

WHEREAS, the CITY desires to enhance library services by establishing the Coachella Library Annex learning environment by converting the CITY-owned building located at 1538 Seventh Street, Coachella, California into the Coachella Library Annex and adding Coachella Library Annex Management to the proposed area; and

WHEREAS, the CITY and COUNTY mutually agree that library and Coachella Library Annex services will be provided by the COUNTY at the Coachella Library through LS&S.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and COUNTY agree as follows:

**SECTION 1: TERM** 

This MOU shall take effect on \_\_\_\_\_\_, 2023 and shall remain in effect through and including June 30, 2036 (the "Term"). The CITY or COUNTY may request an extension of this MOU with modified terms. If either the CITY or COUNTY desires to extend the

Term of this MOU on modified terms, the CITY and COUNTY shall negotiate in good faith to extend this MOU. Unless otherwise agreed to by the CITY and COUNTY, any extension to this MOU would use the then-existing terms and conditions of the MOU as the floor of acceptable standards for the future library service. Any extension shall be memorialized as a written amendment to this MOU.

#### **SECTION 2: HOURS OF OPERATION**

2.1: COACHELLA LIBRARY. During the Term of this MOU, the Coachella Library located at 1500 Sixth Street, Coachella, CA 92236 shall operate a minimum of forty (40) hours per week. When requested by the CITY to operate more than forty (40) hours per week, CITY shall pay COUNTY one hundred ten dollars (\$110) per hour for every hour exceeding forty (40) hours per week of library operations. The COUNTY will provide invoices for library services rendered on a semi-annual basis. Upon receipt of each invoice, the CITY will make payment for all undisputed fees within thirty (30) days. In the event that the CITY withholds payment, the COUNTY will take necessary actions to resolve the issue. If the CITY has any objections regarding the fees charged by the COUNTY for services performed under this Agreement, the CITY must provide written notice to the COUNTY within thirty (30) days of receiving the invoice, specifying the disputed fees.

The days and hours of operations shall be as follows:

Monday	Closed
Tuesday	11:00 a.m. to 7:00 p.m.
Wednesday	11:00 p.m. to 7:00 p.m.
Thursday	10:00 a.m. to 6:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 6:00 p.m.
Sunday	Closed

The Coachella Library shall observe the COUNTY holiday schedule.

2.2: COACHELLA LIBRARY ANNEX. During the Term of this MOU, the Coachella Library Annex will be located at 1538 Seventh Street, Coachella, California and is proposed to operate a minimum of twenty (20) hours per week. Operations, hours, programming, and compensation to COUNTY for the Coachella Library Annex will be memorialized in an amendment to this MOU after completion of the design of the Coachella Library Annex.

#### SECTION 3: STAFFING/SERVICES AND OPERATIONS/PROGRAMMING

**3.1** COUNTY shall provide an adequate number of professional library staff persons for the efficient and effective operations of the Coachella Library and Coachella Library Annex. COUNTY currently provides library staff and library services at the Coachella Library through a separate agreement with LS&S. CITY acknowledges and agrees that staff and other services shall be provided to the Coachella Library and the Coachella Library Annex at an additional cost once completed through the COUNTY's agreement with LS&S. COUNTY, using contract staff by LS&S, shall provide programming such as the literacy program, summer reading program, story time, and ESL classes.

**3.2** Library and the Coachella Library Annex facilities will be used solely for the purpose of library services, housing an organized collection of printed or other library materials, operations, and programming provided by LS&S and approved by CITY. Any long-term existing use of the library space and future requests that add support to the library by any outside organization shall be approved by City Council; any short-term uses can be approved by the City Manager. This does not apply to programs occurring in the study rooms and meeting room that receive approval through a signed rental agreement. The Coachella Library Annex facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward Library Facilities Improvement Program will be dedicated to public library service and used as public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a

combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than ten (10) years following completion of the grant period.

#### **SECTION 4: MAINTENANCE**

CITY shall provide adequate staff persons to provide all necessary janitorial services, landscape maintenance, and maintenance and repairs to the Coachella Library, the Coachella Library Annex, and appurtenant equipment and fixtures placed on the Coachella Library and the Coachella Library Annex. CITY shall keep the Coachella Library and the Coachella Library Annex in good and suitable condition for the uses herein, and in compliance with Federal, State and local laws, ordinances, rules and regulations relating to fire, health and safety, and CITY shall maintain the exterior and the interior of the Coachella Library and the Coachella Library Annex, including, but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows, and structural parts, grounds, in good working condition and repair and in compliance with such laws, ordinances, rules and regulations.

#### SECTION 5: SECURITY SYSTEMS

CITY shall administer cyber keys that provide door access and support various levels of security to the Coachella Library and the Coachella Library Annex. These cyber keys shall be issued to COUNTY by CITY's Information Systems ("IS") Department.

#### **SECTION 6: VOICEMAIL SERVICES**

The Coachella Library telephones shall be answered by a live library staff member or voicemail system during the Coachella Library operational hours.

#### SECTION 7: ON-GOING COLLECTIONS DEVELOPMENT/MAINTENANCE

COUNTY shall provide collections development for the Coachella Library on an annual basis. COUNTY shall provide maintenance of the Coachella Library collections consistent with professional library practices. This shall include, but not be limited to, procurement, processing, mending and de-accessioning of the collections.

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#### SECTION 8: FURNITURE, FIXTURES AND EQUIPMENT

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**8.1: LIBRARY FURNITURE, FIXTURES AND EQUIPMENT**. County shall own and maintain all furniture and equipment in the Coachella Library.

# **8.1.1: MAINTENANCE OF LIBRARY FURNITURE, FIXTURES AND EQUIPMENT**. COUNTY shall be responsible for the maintenance, repair, and replacement of the furniture, fixtures, and equipment used for library operations and staff functions.

8.2: COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND EQUIPMENT. Upon purchase and installation, CITY shall own and maintain all furniture, fixtures, and equipment in the Coachella Library Annex.

8.2.1: MAINTENANCE OF COACHELLA LIBRARY ANNEX FURNITURE, FIXTURES AND EQUIPMENT. Upon project completion, CITY shall be responsible for the maintenance, repair, and replacement of the furniture fixtures, and equipment used for the Coachella Library Annex operations and staff functions.

#### **SECTION 9: UTILITIES**

The following utilities shall be in the CITY's name and CITY shall be responsible for the payment of utility costs to include electricity, gas, sewer and solid waste disposal services, water, and telephone services, associated with the operations of the Coachella Library and the Coachella Library Annex. Internet services will be provided by COUNTY to the designated library area of the facilities and CITY will provide internet and phone utility services for the conference area of the facilities.

#### SECTION 10: INDEMNIFICATION AND HOLD HARMLESS

A. Indemnification by CITY. CITY shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, employees or volunteers for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this MOU, and CITY shall defend at its expense, including attorney fees, COUNTY, its officers, agents, and employees and independent contractors in any legal action or claim of <u>any kind based</u> upon such alleged acts or omissions.

However, this duty to indemnify and hold harmless shall not include and claim arising from the sole negligence or willful misconduct of the COUNTY, its officers, agents, employees and independent contractors.

**B.** Indemnification by COUNTY. COUNTY shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY and its officers, agents, employees or volunteers for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this MOU, and COUNTY shall defend at its expense, including attorney fees, CITY, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. However, this duty to indemnify and hold harmless shall not include any claim arising from the sole negligence or willful misconduct of the CITY, its officers, agents, employees and independent contractors.

#### SECTION 11: INDEPENDENT CONTRACTOR

**A.** COUNTY is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its officers, employees, agents, or volunteers shall have control over the conduct of COUNTY or any of COUNTY's officers, employees, or agents except as set forth in this MOU. COUNTY shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of CITY. COUNTY shall not incur or have the power to incur any debt, obligation or liability whatsoever against CITY, or bind CITY in any manner.

**B.** No employee benefits shall be available to COUNTY in connection with the performance of this MOU. Except for the fees paid to COUNTY as provided in this MOU, CITY shall not pay salaries, wages, or other compensation to COUNTY for performing services hereunder for CITY.

#### SECTION 12: INSURANCE

Both COUNTY and CITY maintain programs of self-insurance. In the event either party shall cease such program, then that party shall be required to procure insurance which would be typical for its obligations under this MOU.

#### **SECTION 13: NOTICES**

Any notices which either party may desire to give to the other party under this MOU must be in writing and may be given either by (i) personal service (ii) delivery by reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided below.

To City:	To County:
City of Coachella	County of Riverside
Attention: City Manager	Attention: Suzanne Holland
53-990 Enterprise Way	3403 10 <sup>th</sup> Street, Suite 400
Coachella, CA 92236	Riverside, California 92501

#### **SECTION 14: GENERAL**

**A.** Notwithstanding the foregoing, it is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Coachella City Council and the Riverside County Board of Supervisors.

B. No waiver by either party at any time of any of the terms and conditions of this
MOU shall be deemed or construed as a waiver at any time thereafter of the same or of any other

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terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

**C.** Neither party can assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of the other party being first obtained, which consent shall be in the absolute discretion of that party.

**D.** The invalidity of any provision in this MOU as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

E. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**F.** The section headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

**G.** Both parties shall maintain the confidentiality of all information and records pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations relating to privacy and confidentiality.

**H.** Both parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this MOU and the satisfaction of the conditions of this MOU. Approvals required by any party, or any officers, agents or employees thereof, shall not be unreasonably withheld and approval or disapproval shall be given within a reasonable time.

**G.** The MOU is hereby executed by the following authorized representatives of the CITY and COUNTY.

IN WITNESS WHEREOF, the partie	es hereto have caused this MOU to be execu
day and year first above written.	
CITY OF COACHELLA, a California municipal corporation	<b>COUNTY OF RIVERSIDE</b> , a political subdivision of the State of California
Bv:	Bv:
By: Steven Hernandez, Mayor	By: Kevin Jeffries, Chairman Board of Supervisors
ATTEST:	ATTEST:
	Clerk to the Board
By:	Ву:
By: City Clerk	Deputy
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Minh C. Tran County Counsel
Dur	Dur
By: City Attorney	By: Ryan Yabko, Deputy County Counse
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# STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members
FROM: Andrew Simmons, P.E., City Engineer
SUBJECT: Approval of the Comparable Housing Analysis and Replacement Housing Valuation per the Uniform Relocation Act for a maximum Purchase Differential amount of \$113,000 for the Parcel Located at the Southeast Corner of Avenue 50 and Kenmore Street for the Avenue 50 Widening Project, City Project ST-93.

#### **STAFF RECOMMENDATION:**

Approve the Comparable Housing Analysis and Replacement Housing Valuation (Attachment 1), per the Uniform Relocation Act for a maximum Purchase Differential amount of \$113,000 for the Parcel Located at the Southeast Corner of Avenue 50 and Kenmore Street for the Avenue 50 Widening Project, City Project ST-93.

#### **BACKGROUND:**

On March 9, 2016 City Council authorized a reimbursement agreement by and between the City of Coachella and Coachella Valley Association of Governments (CVAG) for a total of \$4,500,000 regional funds toward the design and construction of the Avenue 50 Widening Project. During the design and environmental phases of the project it was determined that the cost would exceed the initial budget estimate due to unforeseen drainage issues and complicated right-of-way acquisition procedures. On July 14, 2021, City Council authorized an amendment to the reimbursement agreement for the final plans, specifications and engineer's estimate (PS&E) documents, right-of-way acquisition and construction for a total funding amount of \$9,250,000.

#### **DISCUSSION/ANALYSIS:**

On June 28, 2023, city Council Authorized Resolution 2023-24 which authorized the purchase of Real Property from Javier Botello and Virginia Botello for a Purchase Price of \$391,603.00 Consisting of One Parcel Located at the Southeast Corner of Avenue 50 and Kenmore Street for the Avenue 50 Widening Project, City Project ST-93 (APN:768-163-001). City Staff has completed real estate and escrow transactions for the successful completion of this approved acquisition.

Per the Uniform Relocation Act found in the Caltrans Manual (Section 10.01.09.05), a displaced property owner is also eligible for Replacement Housing Payments (RHP) based on an approved Comparable Housing Analysis. The comparable housing analysis is attached for review and

approval to determine the Replacement Housing Valuation (RHV) and shows that a maximum fair Replacement Housing Payment should be set at \$113,000. The owner of the subject property shall have 18 months, per the Uniform Relocation Home to locate a replacement property that meets the criteria of a comparable replacement property and submit a claim for a Replacement Home Payment. Section 10.01.09.05 of the Uniform Relocation Act reads as follows:

### 10.01.09.05 Replacement Housing Payments (RHP)

A residential displace is eligible for an RHP that may assist them in relocating to a replacement property. The type and amount of the payment vary between tenured and non-tenured occupants, and between owners and tenants.

- 90-Day Owner-Occupants may be entitled to an RHP which is comprised of a purchase differential, incidental Expenses, and a mortgage Interest Differential.
- 90-Day Occupants and Non-Tenured Occupants (Owner and Tenant) may be entitled to a Rental Differential or a DP.

The amount of the purchase Differential and the Rental Differential is determined by preparing a Replacement Housing Valuation (RHV) that ensures there is a replacement property available on the market that is comparable to the property being acquired by the Department, and meets the DS&S standards established in the Uniform Act.

Additionally, the residential occupants must meet the following requirements in order to receive the full amount of their calculated RHP:

- Occupy a DS&S residential dwelling, within one (1) year of the eligibility date.
- Spend at least the amount of the comparable replacement property (as determined by an approved RHV) on the actual replacement property.
- Submit a claim for the eligible RHPs within 18 months of the eligibility date.

# FISCAL IMPACT:

If the property owner submits an approvable claim within 18 months then the reimbursement will be billed to the Avenue 50 Widening Project (ST-93). The property purchase and additional costs such as RHP for the Avenue 50 Widening Project (ST-93) have been budgeted and are included in the reimbursement agreement with CVAG. The existing reimbursement agreement splits cost under a 75% regional share/25% local share. The local share is budgeted to Street and Transportation Development Impact Fees (Fund 127).

#### ATTACHMENTS:

1. Comparable Housing Analysis

# Comparable Housing Analysis (Owner)

					Land S	olutions, Inc.
Claimant: Javier and Virginia Botello		Age	ncy: CVA	G and The City of Coachell	a	
Address 50020 Kenmore St. Coachella CA 92236 Proje		ect: Aver	ue 50 Improvement Proje	ect		
Case ID: APN 768-163-001		Age	Agent: Christine Wasfi			
Factors	Subject Property	Compara	ble #1	Comparable #2	Compara	ble #3
Address	50020 Kenmore St. Coachella CA 92236	49070 Sum Coachella, C		625 Orchard St. Coachella CA 92236	84494 Calle Ca Coachella Ca	
Approx. Miles From Subject Property		1.4		0.7	0.9	
Dwelling Type	SFR	SFR		SFR	SFR	
Sale/Asking Price	\$386,000.00	\$499,00	D.00	\$360,000.00	\$419,000	0.00
Number of Stories	1	1		1	1	
Age in Years	58	29		63	19	
Approx. Lot Size in sq. ft.	6,970	10,45	4	6,098	6,098	8
Approx. Living Area in sq. ft.	1,288	1,28	D	1,005	1,547	7
Bedrooms / Baths / Total Rooms	03/2/6	4/2/	7	3/1/6	4/2/	7
Garage / Carport / Parking Spaces	2/0/2	2/0/	2	0/ 0/ 0	2/0/	2
Air Conditioning Type	Central	Centr	al	Central	Centra	al
Heating Type	FAU	FAU		FAU	FAU	
Dwelling Condition (good, fair, poor)	Good	Goo	d	Good	Good	d
Neighborhood (good, fair, poor)	Good	Goo	d	Good	Good	d
Amenities / Notes	Pool	none	2	none	none	9
Date of Inspection		00/00/	′00	00/00/00	00/00/	'00
Date Available	-	5/24/2	023	5/24/2023	6/1/20	23
Most Representative Comparable Replacer	nent Dwelling (X):	X				
Preliminary Purchase Price Differe	ntial Calculation:					
1. Price for Comparable Property					\$499	,000.00
2. Price for Subject Property or Carve Out Value (*if carve out, explain in notes)			\$386	,000.00		
3. Major Exterior Attribute Adjustments (	lf any, explain in notes)	- Enter # v	with parenthe	eses, e. g. (5000)		\$0.00
Maximum Purchase Price Differential (Line	e 1 minus Line 2 minus Line 3	)			\$113	,000.00
Notes:			Compara	ble Actions:		
* Comparable 1 was chosen for its similate the subject property.			Action	Name & Title	Initial	Date
to the subject property. * Comparable 1 does also have a pool, both comparable 2 & 3 do not have pools. * Comparable 2 wasn't selected because of the living area is much smaller than what the displacee currently has and it has only 1 restroom which they currently have 2 restrooms. * Comparable 2 does not have a garage the displacees currently have a 2 car garage.		maller than what	EPIC Recom- mended:	Christine Wasfi ROW Agent	cw	6/6/2023
		EPIC Reviewed:	Mellissa Mann Project Manager	ММ	6/8/2023	
Comparable 2 4003 not nave a galage i	(photographs on pa		Agency Approved:	Dr. Gabriel Martin City Manager		
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Comparable Housing Analysis Photographs (Owner)		
Claimant: Javier and Virginia Botello	Agency: CVAG and The City of Coachella	
Address 50020 Kenmore St. Coachella CA 92236	Project: Avenue 50 Improvement Project	
Case ID: APN 768-163-001	Agent: Christine Wasfi	

### Subject Dwelling



49070 Summer St.





625 Orchard St.



STATUS: Active

Item 23.

use gps Cross Street: VAN BUREN & 49.





BED / BATH: 4/2,0,0,0 SQFT(src): 1,280 (A) PRICE PER SQFT: \$389.84 LOT(src): 10,454/0.24 (A) LEVELS: GARAGE: 2/Attached YEAR BLT(src): 1994 (ASR) PROP SUB TYPE: SFR/D DOM / CDOM: 13/264 SLC: Standard PARCEL #: 603441022 LISTING ID: 219095414DA

Submit Offer

#### DESCRIPTION

Short term rental or your family home - NO HOA! Located in the city of Coachella one of the fastest growing cities. Enjoy the indoor / outdoors this property has to offer gated and RV space 4 bedrooms 2 baths. Located on ave 49 Close to shopping, restaurants, Festival grounds. Showing by appointment only text or call 760-895-5647

AREA: **315 - Coachella** SUBDIVISION: **Not Applicable-1/Not Applicable-1** HOA: **\$** LAND LEASE?: **No** STRUCTURE TYPE: COMMON INTEREST: CERTIFIED 433A?: **No** PROBATE AUTHORITY: LIST \$ ORIGINAL: **\$499,000** CMN WALLS: # OF UNITS: # UNITS IN COMMUNITY: PARKING: **Street** HORSE: SENIOR COMMUNITY?: **No** HIGH SD: ROOM TYPE: See Remarks EATING AREA:

COOLING: **Central Air** HEATING: **Central** VIEW: WATERFRONT: POOL: **In Ground** LAUNDRY:

SHOWING / LISTING

SHOW CONTACT TYPE:CSHOW CONTACT NAME:CSHOW CONTACT PHONE:SLOCK BOX:/See RemarksSHOWING INSTRUCTIONS:24-Hour Notice,

OCCUPANT TYPE: OWNER'S NAME: SIGN ON PROPERTY?: No LIST AGRMT: Exclusive Right To Sell

BAC: 2% DUAL/VARI COMP?: No POSSESSION: LEASE CONSIDERED?: No

#### **PRIVATE REMARKS:** by appointment only AGENT / OFFICE DATES 1.LA DIRECT: LA: (CDAR-D78311) Ana Perez LIST CONTRACT DT: 09/14/22 LA State License: 01935343 2.LA EMAIL: ON MARKET DATE: 05/24/23 LO: (CDAR-oD23355) Gina Fernandez, PRICE CHG TSTP: STATUS CHG TSTP: 05/24/23 **Broker** LO State License: MOD TSTP: 05/25/23 PURCH CONTRACT DT: CoLA: CoLA State License: ENDING DATE: 05/24/23 CoLO: LO PHONE: (760) 457-5109 CoLO State License: LO FAX:

AGENT MEDIUM: Residential LISTING ID: 219095414DA

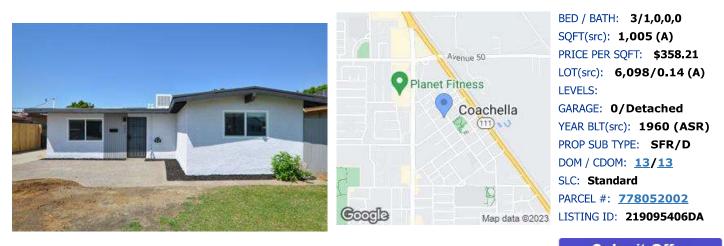
Printed by Christine Wasfi, State Lic: 01936746 on 06/06/2023 9:10:19 AM

Search Criteria Property Type is 'Residential' Standard Status is one of 'Coming Soon', 'Active' Property Sub Type is 'Single Family Residence' City is 'Coachella' Selected 3 of 25 results.

#### 625 Orchard St, Coachella 92236

STATUS: Active

#### Please use your preferred GPS Cross Street: 1st st.



Submit Offer

#### DESCRIPTION

Welcome to the City of Coachella, this beautifully renovated 3 bedroom 1 bath home is waiting for you. This magnificent home offers new kitchen cabinets with quartz counter tops, new carpets and plank flooring, new AC units, new windows and an exquisite bathroom that will leave you in aww. RV access for all your toys and much more! Don't wait schedule your private tour today.

AREA: **315 - Coachella** SUBDIVISION: **Not Applicable-1/Not Applicable-1** HOA: **\$** LAND LEASE?: **No** STRUCTURE TYPE: COMMON INTEREST: CERTIFIED 433A?: **No** PROBATE AUTHORITY: LIST \$ ORIGINAL: **\$360,000** CMN WALLS: # OF UNITS: # UNITS IN COMMUNITY: PARKING: **Street, Direct Garage Access** HORSE: SENIOR COMMUNITY?: **No** HIGH SD: ROOM TYPE: Family Room EATING AREA: COOLING: **Evaporative Cooling** HEATING: VIEW: WATERFRONT: POOL: LAUNDRY:

#### SHOWING / LISTING

SHOW CONTACT TYPE: SHOW CONTACT NAME: SHOW CONTACT PHONE: LOCK BOX: OCCUPANT TYPE: OWNER'S NAME: SIGN ON PROPERTY?: No LIST AGRMT: Seller Reserved BAC: **2.5%** DUAL/VARI COMP?: **No** POSSESSION: LEASE CONSIDERED?: **No** 

SHOWING INSTRUCTIONS: Call Listing Agent 1,Go Direct, ,

PRIVATE REMARKS: On supra go directplease lock all doors and turn off all lights

#### AGENT / OFFICE

LA: (CDAR-D80316) Daniel Calderon LA State License: 01976140 LO: (CDAR-oD2174) Coldwell Banker Realty LO State License: 00616212 CoLA: CoLA State License: CoLO: CoLO State License: 1.LA DIRECT: 2.LA EMAIL:

#### DATES

LIST CONTRACT DT: **05/24/23** ON MARKET DATE: **05/24/23** PRICE CHG TSTP: STATUS CHG TSTP: **05/24/23** MOD TSTP: **05/25/23** PURCH CONTRACT DT: ENDING DATE: **05/24/23** 

LO PHONE: (760) 345-2527 LO FAX: (760) 360-1342

AGENT MEDIUM: Residential LISTING ID: 219095406DA

Printed by Christine Wasfi, State Lic: 01936746 on 06/06/2023 9:10:19 AM

\$





BED / BATH: 4/2,0,0,0 SQFT(src): 1,547 (A) PRICE PER SQFT: \$270.85 LOT(src): 6,098/0.14 (A) LEVELS: One GARAGE: 2/Attached YEAR BLT(src): 2004 (SLR) PROP SUB TYPE: SFR/D DOM / CDOM: 5/5 SLC: Standard PARCEL #: 768150033 LISTING ID: OC23096009

Submit Offer

COOLING: Central Air

HEATING: Central VIEW: Neighborhood WATERFRONT: POOL: None LAUNDRY: Inside

#### DESCRIPTION

Located 5 minutes from hwy 111, shopping center and walking distance to Bagdouma park. This 1547sqft 4 bedroom 2 bathroom is in quiet family neighborhood. Newly painted thought out, stainless appliances is ready to move in or rent out. Carpet will be installed this weekend.

AREA: 315 - Coachella	LIST \$ ORIGINAL: <b>\$419,000</b>	ROOM TYPE: Kitchen,
SUBDIVISION: Loma Vista	CMN WALLS: No Common	Living Room, Master
<b>(31506)</b> /Loma Vista (31506)	Walls	Bathroom, Master
HOA: <b>\$0</b>	# OF UNITS: 1	Bedroom
LAND LEASE?: No	# UNITS IN COMMUNITY:	EATING AREA:
STRUCTURE TYPE: House	PARKING:	
COMMON INTEREST: None	HORSE:	
CERTIFIED 433A?:	SENIOR COMMUNITY?: No	
PROBATE AUTHORITY:	HIGH SD: Coachella Valley	
	Unified	

#### SHOWING / LISTING

SHOW CONTACT TYPE: Other, See Remarks SHOW CONTACT NAME: SHOW CONTACT PHONE: LOCK BOX: Combo, See

Remarks/Email Listing Broker

OCCUPANT TYPE: Vacant OWNER'S NAME: SIGN ON PROPERTY?: LIST AGRMT: Exclusive Right To Sell BAC: 3% DUAL/VARI COMP?: No POSSESSION: LEASE CONSIDERED?: No

SHOWING INSTRUCTIONS: Email Listing Broker 24 hours in advance for location and code to Combo lockbox.

PRIVATE REMARKS: Submit offers with preapp and POF to Support @ DaltonRealtors.com. Seller will not review "buyer letters" please do not include them with offers. Due to Robocall abuse, emails will be answered faster than voice mails, you may leave a message at the number listed within this listing but for a faster response, please email and watch your email inbox for a verification email to confirm you are real (if you have never emailed us before) so you can be put on the whitelist at the server level automatically. Broker nor seller does not represent or guarantee accuracy of the square footage, bedroom/bathroom count, lot size or lot lines/ dimensions, permitted or unpermitted spaces, school boundary lines or eligibility, or other information concerning the conditions or features of the property. Buyer is advised to independently verify the accuracy of all information.

#### AGENT / OFFICE

LA: (OCDALTEMM) Emmett Dalton LA State License: 00959147 LO: (OC02771) Dalton Real Estate LO State License: 00959147 CoLA: CoLA State License: CoLO: CoLO State License: 1.LA EMAIL: MLS@DaltonRealtors.com

LIST CONTRACT DT: 06/01/23 ON MARKET DATE: 06/01/23 PRICE CHG TSTP: STATUS CHG TSTP: 06/01/23 MOD TSTP: 06/04/23 PURCH CONTRACT DT: ENDING DATE:

LO PHONE: **805-380-6132** LO FAX: **805-496-2146** 

Printed by Christine Wasfi, State Lic: 01936746 on 06/06/2023 9:10:19

DATES



# STAFF REPORT 10/11/2023

To:Honorable Mayor and City Council MembersFROM:Celina Jimenez, Economic Development DirectorSUBJECT:Authorize the City Manager to Execute a Professional Services Agreement with<br/>KOA Corporation in the Amount of \$40,000.00 for the Strategic Growth<br/>Council Community Resilience Center Grant Program – Round 1

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider authorizing the City Manager to execute a Professional Services Agreement with KOA Corporation in the amount of \$40,000.00 for the preparation of the Strategic Growth Council Community Resilience Center (CRC) Grant Program – Round 1.

#### **BACKGROUND**:

Created by Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021), the CRC program will provide "funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change." Assembly Bill (AB) 211 (Committee on Budget and Fiscal Review, Chapter 574, Statutes of 2022) directs the program to ensure applicants demonstrate collaboration with community members; involvement with community-based organizations and local residents in governance and decision-making; multi stakeholder partnerships; and accessible CRCs providing eligible services and amenities year round to community residents. AB 211 also authorizes Strategic Growth Council (SGC) to provide advance payment to specific grantees and directs CRC program staff to prioritize projects in and benefitting under resourced communities and to ensure statewide geographic diversity. Funding for CRC Program Round 1 is through the General Fund's Climate Budget. Funds available include a total of approximately \$5 million for Planning Grants, \$9.6 million for Project Development Grants, and \$84 million for Implementation Grants, totally approximately \$98.6 million in total CRC Round 1 awards across the 3 CRC grant types.

In the 2021–2022 Climate Resilience budget, SGC was allocated \$100 million to implement the Community Resilience Centers (CRC) Program. Trailer bill language from Senate Bill 155 (2021) specified that \$25 million would be available in the 2022–2023 fiscal year and \$75 million in the 2023–2024 fiscal year. SGC kicked off the program guidelines development process in July 2022 and is committed to robust stakeholder engagement and interagency collaboration in the program

design and implementation phases.

#### **DISCUSSION/ANALYSIS**:

The CRC Program administered by the Strategic Growth Council (SGC) establishes a new framework for achieving California's climate goals by concentrating significant resources to accelerate local greenhouse gas emission reductions and uplift the State's most disadvantaged communities. The Community Resilience Centers (CRC) Program will fund neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. CRC takes a holistic approach to building community resilience by bringing together a comprehensive set of infrastructure upgrades, service delivery, and supportive programming that are developed and implemented in partnership with neighborhood residents.

KOA Corporation (KOA) respectfully requests the City of Coachella to consider providing a budget addendum to our existing contract. The contract was approved in the amount of \$25,000, with approximately 141 consultant hours allocated to the contract. We request that an additional \$15,000 in budget, or approximately 119 additional consultant hours, be added to the existing contract for the following tasks mentioned below:

Budget:

Task 1: Attendance of SGC Office Hours	\$3,000.00
Task 2: Development of Partnership Agreements	\$8,000.00
Task 3: Coordination of City and Co-Applicant Components	\$4,000.00
Task 4: Prepare CRC Grant Application	\$25,000.00
Total:	\$40,000.00

These additional tasks will position the City of Coachella most competitively for Strategic Growth Council Community Resilience Center (SGC CRC) grant funding. While these tasks were not originally part of the scope of the approved contract at the time of contract signing, these tasks are all key additional components of the final SGC CRC grant. If this addendum is approved by the City of Coachella, KOA's contract will be adjusted to \$40,000 for approximately 260 hours of consultant work.

#### **ALTERNATIVES:**

- 1. Authorize the City Manager to Execute a Professional Services Agreement with KOA Corporation in the amount of \$40,000.00 for the Preparation of the Strategic Growth Council Community Resilience Center (CRC) Grant Program Round 1.
- 2. Not authorize this request.

#### FISCAL IMPACT:

The City's General Fund will be reduced by \$40,000.00 if the City Council approves this request.

# **ATTACHMENTS**:

- 1. KOA Professional Services Agreement
- 2. KOA CRC Proposal Exhibit A

#### CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

#### 1. **PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of **October**, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53390 Enterprise Way, Coachella, California 92236 ("City") and **KOA Corporation**, a private corporation with its principal place of business at 333 S. Anita **Drive**, Suite 800, Orange, CA 92868 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

#### 2. **RECITALS.**

#### 2.1 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 community-led planning services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

#### 2.2 Project.

The City desires to engage Consultant to render such services for the **Strategic Growth Council Community Resilience Center Grant – Round 1** ("Project") based in the city of Coachella, California, as set forth in this Agreement.

#### 3. TERMS.

#### **3.1** Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. 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 grant writing and support 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 <u>Term</u>. The term of this Agreement shall be from August 1, 2023 to November 1, 2023 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.



#### **3.2** Responsibilities of Consultant.

3.2.1 <u>Control and Payment of Subordinates; Independent Contractor</u>. 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. The 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 the 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 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to the 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 the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the 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: **Michael Nilsson** 

3.2.5 <u>City's Representative</u>. The City hereby designates Gabriel D. Martin, City Manager or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The 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 <u>Consultant's Representative</u>. Consultant hereby designates **Michael Nilsson, Principal, Director of Planning**, 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 <u>Coordination of Services</u>. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 <u>Standard of Care; Performance of Employees</u>. 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 sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants 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.

3.2.8.1 <u>Period of Performance and Liquidated Damages</u>. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of **\$100 per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 <u>Laws and Regulations</u>. 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 the 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 <u>Time for Compliance</u>. Consultant shall not commence Work 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 sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.

3.2.10.2 <u>Minimum Requirements</u>. 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 sub-consultants. Consultant shall also require all of its sub-consultants 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) <u>Minimum Scope of Insurance</u>. 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) <u>Minimum Limits of Insurance</u>. 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 including, but not limited to, form CG 2503, 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 \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 <u>Professional Liability</u>. 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 Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.



3.2.10.4 <u>Insurance Endorsements</u>. 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) <u>General Liability</u>. 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 insured with respect to the Work 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) <u>Automobile Liability</u>. 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) <u>Workers' Compensation and Employer's Liability</u> <u>Coverage</u>. 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) <u>All Coverages</u>. 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 <u>Separation of Insureds; No Special Limitations</u>. 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 <u>Deductibles and Self-Insurance Retentions</u>. 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 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 <u>Verification of Coverage</u>. 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.

3.2.10.9 <u>Reporting of Claims</u>. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 <u>Safety</u>. 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 lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, 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 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty Thousand Dollars (\$40,000.00**). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to the City a monthlyitemized statement, which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the 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. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.



3.3.4 <u>Extra Work</u>. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work, which is determined by the 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 Labor Code Requirements.

3.3.5.1 <u>Prevailing Wages</u>. Consultant is aware of the requirements of California Labor Code Section 1720, <u>et seq.</u>, and 1770, <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 1600, <u>et seq.</u>, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The 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 and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 <u>Registration and Labor Compliance</u>. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.4** Accounting Records.

3.4.1 <u>Maintenance and Inspection</u>. 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 the 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 <u>Termination of Agreement</u>.



3.5.1.1 <u>Grounds for Termination</u>. The 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 the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, the 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 the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5.2 <u>Delivery of Notices</u>. 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:

### **Consultant:**

KOA Corporation 333 S. Anita Drive, Suite 800 Orange, CA 92868 Attn: Michael Nilsson, Principal, Director of Planning

### City:

City of Coachella 53390 Enterprise Way Coachella, CA 92236 Attn: Celina Jimenez, Director of Economic Development

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 the 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 sub-consultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant 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. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

3.5.3.2 <u>Confidentiality</u>. 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 the 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 the 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 the City.

3.5.4 <u>Cooperation; Further Acts</u>. 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 <u>Attorneys' Fees</u>. 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 attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, 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, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees 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 the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the 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 survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its official's officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 <u>Entire Agreement</u>. 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 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

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

3.5.11 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 <u>Assignment or Transfer</u>. 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 <u>Construction; References; Captions</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and sub-consultants 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 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 <u>Waiver</u>. 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 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 <u>Invalidity</u>; <u>Severability</u>. 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. Consultant further agrees to file, or shall cause its employees or sub-consultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 <u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, 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 City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 <u>Labor Certification</u>. 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 <u>Authority to Enter Agreement.</u> 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 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6** Subcontracting.



3.6.1 <u>Prior Approval Required</u>. 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.

### **CITY OF COACHELLA**

### **KOA CORPORATION**

By:

By:

Dr. Gabriel D. Martin City Manager Michael Nilsson Principal, Director of Planning

Approved as to Form:

Attest to:

Carlos Campos City Attorney Delia Granados Deputy City Clerk

# EXHIBIT "A"

# **SCOPE OF SERVICES**

See Attachment





October 2, 2023

EXHIBIT "A"

Mr. Gabriel Perez Development Services Director City of Coachella 53990 Enterprise Way Coachella, CA 92236

# Request for Budget Addendum on Strategic Growth Council Community Resilience Center Grant Assistance Services

Dear Mr. Perez:

KOA Corporation (KOA) respectfully requests the City of Coachella to consider providing a budget addendum to our existing contract. The contract was approved in the amount of \$25,000, with approximately 141 consultant hours allocated to the contract. We request that an additional \$15,000 in budget, or approximately 119 additional consultant hours, be added to the existing contract for the following tasks mentioned below.

These additional tasks will position the City of Coachella most competitively for Strategic Growth Council Community Resilience Center (SGC CRC) grant funding. While these tasks were not originally part of the scope of the approved contract at the time of contract signing, these tasks are all key additional components of the final SGC CRC grant.

If this addendum is approved by the City of Coachella, KOA's contract will be adjusted to \$40,000 for approximately 260 hours of consultant work.

# ADDITIONAL SCOPE OF WORK TASKS

### Attendance of SGC Office Hours for the CRC Grant Application

In response to the submission of a pre-application to SGC in August 2023, SGC provided workshops on the overall CRC grant program as well as focused office hours for applicants to the grant program. Attending the workshops and office hours provided the additional context needed for strengthening application responses. They also provided clarification on the CRC grant application guidelines and templates, including the development of partnership agreements. Additional meetings and workshops required an additional 24 hours on the project and \$3,000 in budget.

### **Development of Partnership Agreements for the CRC Grant Application**

The most significant update occurring since the contract signing for KOA was in the development of partnership agreements for the CRC grant application. While the initial discussion with SGC was to develop a streamlined agreement, upon further discussion during office hours it was confirmed that the grant agency wanted full documentation of each individual co-applicant applying alongside the City of Coachella for the Community Resilience Center with accepted contract language as supported by SGC. KOA took the lead in developing the components, instead of supporting the City's lead in developing the agreements as originally stated in the executed contract. Additional time required to develop and



coordinate the partnership agreements required approximately 59 hours on the project and \$8,000 in budget.

### **Coordination of City and Co-Applicant Components**

To expedite the grant application in a limited timeframe, KOA provided the City of Coachella with additional assistance on items originally stated to be led by the City of Coachella in the contract. This includes assistance on the following narratives and supporting documentation:

- Application Capacity of City and co-applicants
- Financial Capacity of City and co-applicants
- Management Capacity of City and co-applicants
- Operations and Management Budget for CRC facility

Additional time required to develop and coordinate the items mentioned above required approximately 36 hours on the project and \$4,000 in budget.

### **AUTHORIZATION**

This effort defined by the scope of work will be conducted as a task under the KOA's existing contract through the City of Coachella. The signature below indicates acceptance of this budget augmentation and authorization to proceed.

Sincerely, KOA CORPORATION

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Michael Nilsson, AICP CTP Principal, Director of Planning

*City of Coachella (Client) has carefully reviewed the request for addendum to our existing contract and hereby authorizes KOA Corporation to commence work as indicated within the terms and conditions of this addendum request.* 

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number



# STAFF REPORT 10/11/2023

To: Honorable Mayor and City Council Members
FROM: Chris Cox, Fire Safety Supervisor
SUBJECT: Resolution No. 2023-65, Acknowledging Receipt of a Report made by the Fire Chief of the Riverside County Fire Department Regarding Compliance with the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2023-65 to fulfill the requirements of the California Health and Safety Code Sections 13146.2 and 13146.3.

### **EXECUTIVE SUMMARY:**

On September 27, 2018, Governor Brown approved California Senate Bill 1205 (SB1205), which added Section 13146.4 to the California Health and Safety Code. The bill requires each administering authority, i.e. City Council, to formally acknowledge receipt of the compliance report in a resolution or a similar formal document. To comply with this mandate, it is recommended that the City Council adopt Resolution No. 2022-94 acknowledging receipt of a report made by the Fire Chief of the Riverside County Fire Department regarding inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

### **BACKGROUND:**

California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities.

### **DISCUSSION/ANALYSIS:**

The purpose of SB 1205 is to require fire departments to review and report on the occupancies inspected within its jurisdiction as required to be inspected annually by the State.

Educational Group E occupancies, for the purposes of this report, are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade.

Residential Group R occupancies, for the purposes of this report, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden.

For the time period of July 1, 2022 to June 30, 2023, the Riverside County Fire Department completed 100% of the annual inspections of the identified Group E and Group R occupancies, buildings, structures and/or facilities in the City of Coachella.

### **ALTERNATIVES:**

Being that this a mandated process, there are no other recommendations or alternatives.

### FISCAL IMPACT:

There is no direct fiscal impact associated with the staff recommendation.

### **<u>RECOMMENDED ALTERNATIVE(S)</u>**:

Staff recommends that the City Council adopt Resolution No. 2023-65 to fulfill the requirement of Senate Bill 1205 and Section 13146.4 of the California Health and Safety Code.

Attachments: Resolution No. 2023-65

### **RESOLUTION NO. 2023-65**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 and 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

WHEREAS, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

**WHEREAS,** the Council of the City of Coachella intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Coachella, California: expressly acknowledges the measure of compliance of the Riverside County Fire Department with Health and Safety Code sections 13146.2 and 13146.3 in the City of Coachella for the time period of July 1, 2022 to June 30, 2023, as follows:

**Section 1.** City Council of the City of Coachella acknowledges receipt of the annual report for the period July 1, 2022 to June 30, 2023 under Health and Safety Code sections 13146.2 and 13146.3 in the City of Coachella as presented by the Riverside County Fire Department.

**PASSED, APPROVED** and **ADOPTED** this 11<sup>th</sup> day of October 2023.

Steven A. Hernandez Mayor

# ATTEST:

Angela M. Zepeda City Clerk

# **APPROVED AS TO FORM:**

Carlos Campos City Attorney

> Resolution No. 2023-65 Page 2

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-65 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11<sup>th</sup> day of October 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados Deputy City Clerk

> Resolution No. 2023-65 Page 3



# STAFF REPORT 10/11/2023

То:	Honorable Mayor and City Council Members
FROM:	Celina Jimenez, Economic Development Director
Subject:	Authorize a Grant in the Amount of \$25,000 to the Civil Rights Institute of Inland Southern California to fund an Exhibition by David Bacon entitled, <i>Working Coachella: Images of the Farmworker Community in the Coachella</i> <i>Valley</i>

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council considers authorizing a grant in the amount of \$25,000 to the Civil Rights Institute of Inland Southern California to host an exhibition by David Bacon entitled, *Working Coachella: images of the farmworker community in the Coachella Valley* in the City of Coachella between late May 2024 and mid-August 2024. The Cultural and Arts Commission has recommended this item for approval at its meeting of September 28, 2023. The original requested amount was \$18,000 and they are estimating that costs will be at or around \$25,000. Should they need additional funding support, this item will be brought back for City Council review and approval.

### **BACKGROUND**:

The proposed exhibit offers to bring a planned exhibition, *Working Coachella: images of the farmworker community in the Coachella Valley*, to the City of Coachella for a three-month period from June 2024 through mid-August 2024. The exhibition includes 52 photographs with text and excerpts of interviews with those in the pictures, would be staged in the new library building.

The Civil Rights Institute of Inland Southern California (CRIISC) will transport and install the exhibition and assist the City of Coachella with developing programming to support the exhibition. The City will provide insurance coverage and the venue, plus provide attendants during open hours while the exhibition is on view in Coachella.

### **DISCUSSION/ANALYSIS**:

For more than thirty years, this documentary project by David Bacon has produced thousands of photographs and scores of interviews, often used to advocate for the rights of migrants and farm workers. The project's mission is to use photographs and narrative oral histories to reduce anti-

immigrant hysteria, and to help win respect for the culture and labor of the indigenous workers who produce the food we eat. In addition to agricultural labor and issues of environmental justice, Bacon documents family and community life and the efforts of the workers and their families to thrive and make a better life.

This exhibition, originated by the CRIISC and curated by the interim director of the California Museum of Photography, Douglas McCulloh; will be displayed in the Institute's RAAHS Exhibition Center from January through early May 2024. Programming includes a robust series of public events for each month of the exhibition, including:

- Opening Reception: Luz Gallegos CRIISC Board Member; Speaker: David Bacon
- Public Conversation: History and Progress; Moderator: Luz Gallegos, CRIISC Board Member. Panelists: Jose Medina, former Assemblymember; Richard Cisneros, Labor Council; Jeff Crider, journalist and author
- Open House Family Event (In Partnership with Division 9 Gallery and Latino Network)
- Author Readings (2)
- First Sundays: Art and Advocacy for Families with Cynthia Huerta (2)
- Closing Reception

Today, the archive of these images is in the special collections of the Green Library at Stanford University. Working Coachella is an important section of this work. Working Coachella builds on a long-term partnership between David Bacon, a photographer and journalist, and California's legal aid service for farmworkers, California Rural Legal Assistance (CRLA), and a leading organization of indigenous migrants, the Binational Front of Indigenous Organizations (FIOB).

### FISCAL IMPACT

If the City Council approves the staff recommendation, the \$25,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2023-24.

### **ATTACHMENTS:**

- 1. Exhibit Prospectus
- 2. Cost Proposal (not updated)

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### **About David Bacon**

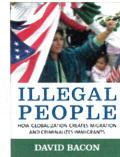
David Bacon is a California-based writer and photographer.

Bacon was a factory worker and union organizer for two decades with the United Farm Workers, the International Ladies Garment Workers and other unions. Today he documents the changing conditions in the workforce, the impact of the global economy, war and migration, and the struggle for human rights. His photography has been exhibited in the U.S., Mexico and Europe, and his articles and photo essays have been published widely.

Since 1986, David Bacon has been documenting the lives and social movements of migrants, farm workers and communities impacted by globalization through photographs and journalism.

The photography archive of David Bacon was acquired by the Special Collections Department of the Green Library at Stanford University in 2019.

## Books



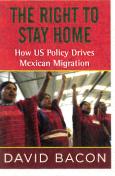


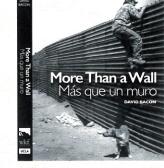
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**WORKING COACHELLA:** Images of the farmworker community of the Coachella Valley







### (Leff) COACHELLA VALLEY, CA - 2017

On a line on the lettuce machine some workers put the lettuce heads into plastic bags and seal them with a heat sealing bar, while another worker stacks boxes. Women wear bandannas to avoid breathing the dust.

### (Leff) COACHELLA, CA - 2019

Julian Benito picks lemons in a field near Mecca. Workers in this crew are indigenous Purepecha immigrants from Ocomichu, Michoacan.

(Below Left) COACHELLA, CA - 2006 At the height of the grape harvest in the Coachella Valley many workers bathed after work in irrigation canals and drainage ditches. Two workers from Mexicali, on the US border 100 miles to the south, cleaned up in irrigation water in a ditch emptying into the Salton Sea. The water contains pesticides and fertilizer runoff.

# (Above Right) COACHELLA, CA - 2006 The Duros trailer park at sunset. Most residents were

farmworkers, but many complained of crime and other dangers to families living there. The trailer park was eventually torn down and some residents were relocated.

(Right) COACHELLA, CA - 2019 Farmworkers pick and sort green beans in a field near Thermal. Aniceto Medina loads boxes of beans onto a truck in the field.

(Right) COACHELLA VALLEY, CA - 2017 Carlos Chavez worked over 20 years in the date palms. His hands show the lines and creases of a lifetime of hard labor in the trees. (Below) Carlos sits in the shade of the trailer where he lives with his daughter Michelle. Michelle was in high school, trying to win a scholarship to go to college. Carlos took her to work with him one summer, but she didn't like it, and says it motivated her to study harder.



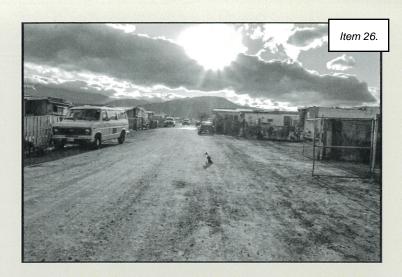




### (Above) COACHELLA VALLEY, CA - 2017

Jose Cruz Frias is a farm worker, a "palmero", and works in a grove of date palms. He climbs the trees on a ladder and walks around on the fronds themselves. Cruz has been doing this work for 15 years. He originally came to the Coachella Valley from Irapuato, Guanajuato in Mexico. Palmeros are a special, almost exclusive group among farmworkers, bound together by pride in their skill, and their willingness to do dangerous work at great heights. "Only a Mexican," they say, "has the courage to do this work."

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(Above) COACHELLA, CA - 2019 Julian Lida, an irrigator for a turf farm, moves the plastic irrigation pipes and sprinklers that irrigate the grass. The turf will be cut into rolls and taken to baseball and football stadiums. Lida has worked as an irrigator for over 20 years.



**Board of Directors** 

Executive Committee: Ken Gutierrez, President Angel Rodriguez, Vice President Neil Okazaki, Secretary Q'Vinc Asberry, Treasurer Launa Wilson, Development Chair Jen Tilton, Exhibitions Chair Rose Mays, Founding Member

Surekha Acharya, Member Luz Gallegos, Member Josie Gonzales, Member Jane Carney, Member Ron Loveridge, Member Tony Mize, Member Juanita Watkins, Member

Item 26.

### Proposal: to the City of Coachella By: The Civil Rights Institute of Inland Southern California (CRIISC)

### Exhibition:

Working Coachella: images of the farmworker community in the Coachella Valley Photographs by David Bacon

### Proposal:

This proposal offers to bring a planned exhibition, Working Coachella: images of the farmworker community in the Coachella Valley, to the City of Coachella for a three to half month period from May 2024 through August 2024. The exhibition, 52 photographs with text and excerpts of interviews with those in the pictures, would be staged in the former library building adjacent to the senior center.

The Civil Rights Institute of Inland Southern California (CRIISC) will transport and install the exhibition and assist the City of Coachella to develop programming to support the exhibition. The City will provide insurance coverage and the venue, plus provide attendants during open hours while the exhibition is on view in Coachella.

Cost to the City of Coachella will be \$15,000 for transport, gallery preparation, titling, hanging, and captioning. CRIISC is contributing design and graphic services for the Coachella show in the amount of \$13,500 at no cost to the City. Programming support to City staff will be 20 hours at \$150/hour.

### **Budget Impact:**

Exhibition: \$15,000 Programming Support: \$3,000

### Background:

Over thirty years this documentary project by David Bacon has produced thousands of photographs and scores of interviews, often used to advocate for the rights of migrants and farm workers. The project's mission is to use photographs and narrative oral histories to reduce anti immigrant hysteria, and to help win respect for the culture and labor of the indigenous workers who produce the food we eat. In addition to agricultural labor and issues of environmental justice, Bacon documents family and community life and the efforts of the workers and their families to thrive and make a better life.

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ww.inlandcivilrights.org

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This exhibition, originated by the CRIISC and curated by the interim director of the California Museum of Photography, Douglas McCulloh; will be displayed in the Institute's RAAHS Exhibition Center from January through early May 2024. Programming includes a robust series of public events for each month of the exhibition, including:

- Opening Reception: Luz Gallegos CRIISC Board Member; Speaker: David Bacon
- Public Conversation: History and Progress; Moderator: Luz Gallegos, CRIISC Board Member. Panelists: Jose Medina, former Assemblymember; Richard Cisneros, Labor Council; Jeff Crider, journalist and author
- Open House Family Event (In Partnership with Division 9 Gallery and Latino Network)
- Author Readings (2)
- First Sundays: Art and Advocacy for Families with Cynthia Huerta (2)
- Closing Reception

Today the archive of these images is in the special collections of the Green Library at Stanford University. Working Coachella is an important section of this work.

Working Coachella builds on a long term partnership between David Bacon, a photographer and journalist, and California's legal aid service for farmworkers, California Rural Legal Assistance (CRLA), and a leading organization of indigenous migrants, the Binational Front of Indigenous Organizations (FIOB).



# STAFF REPORT 10/11/2023

To:Honorable Mayor and City Council MembersFROM:Maritza Martinez, Public Works DirectorSUBJECT:Approve resolution approving an Adopt-A-Park and Adopt-A-Street Program.

### **STAFF RECOMMENDATION:**

Approve resolution approving an Adopt-A-Park and Adopt-A-Street Program.

### **EXECUTIVE SUMMARY:**

Staff has received several requests from businesses and residents for ways to contribute through volunteerism and contribute their efforts to sustain our community. Many cities throughout the nation have Adopt-A-Park and Adopt-A-Street Programs that serve as opportunities to foster and develop civic stewardship. An Adopt-A Park Program is a beautification program to enhance the condition and quality of parks/trails/green spaces through volunteer service. An Adopt-A-Street Program is a litter reduction campaign designed to remove litter and debris from City roads and improve the quality of the environment.

Both programs are recommended by staff to have the similar guidelines outlined below:

- Eligible Participants:

0

- civic and non-profit groups, families, schools, service clubs and organizations, volunteers from commercial and private enterprises.
- Participant Commitment:
  - 2 year period; a minimum of four clean-ups per year (quarterly)
  - Return a Clean-up Report
- Program Waiver and Application.
- <u>Adopt-A-Street activities</u>:
  - o remove trash/debris/weeds along both sides of the adopted street.
- Adopt-A-Street segment:
  - any one-mile city street segment not adopted at time of application submittal.
- <u>Adopt-A-Park activities</u>:
  - raking leaves/spreading mulch/removal of weeds/reporting graffiti/cleaning playgrounds/litter removal/gum removal/tree planting.
- Adopt-A-Park available:
  - o all parks not already adopted at time of application submittal.
- <u>Equipment provided by City</u>:
  - o trash bags, safety vests, litter pik-stix, gloves.

- <u>Volunteer Recognition</u>:
  - installation of Adopt-A-Street sign at street segment limits/installation of Adopt-A-Park sign at adopted park; Coachella Adopt-A-Street/Coachella Adopt-A-Park T-Shirt for applicants that completed the 2 year commitment/Certificates of Participation from the City Council.

# FISCAL IMPACT:

No fiscal impact.

Attachment: Resolution

### **RESOLUTION NO. 2023-69**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA ESTABLISHING AN ADOPT-A-PARK AND AN ADOPT-A-STREET PROGRAMS.

**WHEREAS,** the City of Coachella owns and maintains various parks, trails, green spaces and roadways for use by its residents and visitors; and

**WHEREAS,** the City of Coachella desires to provide volunteer opportunities for local citizens to participate in the care and maintenance of the City's public spaces including: parks, trails, green spaces and streets; and

**WHEREAS,** an Adopt-A-Park and Adopt-A-Street programs is a model for volunteer participation that has been used successfully in many other communities; and

**WHEREAS,** an Adopt-A-Park and Adopt-A-Street programs will help improve and beautify the City's parks, trails, green spaces and streets; and

**WHEREAS,** an Adopt-A-Park and Adopt-A-Street programs will increase civic involvement and participation, pride in the community, and sense of stewardship in helping to care for the City's public spaces; and

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

- 1. Establish an Adopt-A-Park Program and an Adopt-A-Streets Program as described in Exhibit A.
- 2. Authorize city staff to administer the Adopt-A-Park and Adopt-A-Streets Programs, including but not limited to: processing applications, providing volunteer orientation, coordination with volunteers, collecting volunteer reports and program marketing.

PASSED, APPROVED AND ADOPTED this 11<sup>th</sup> day of October 2023.

Steven A. Hernandez Mayor

ATTEST:

Angela M. Zepeda City Clerk

# **APPROVED AS TO FORM:**

Carlos L. Campos City Attorney STATE OF CALIFORNIA)COUNTY OF RIVERSIDE) ss.CITY OF COACHELLA)

**I HEREBY CERTIFY** that the foregoing Resolution No. 2023-69 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11<sup>th</sup> day of October 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados Deputy City Clerk

# **EXHIBIT** A



Item 27.

Dear Volunteer:

Thank you for your interest in the City of Coachella Adopt-A-Street Program. This Adopt-A-Street Guide is designed to make the Adopt-A-Street Program easy to understand and participate in. The list below describes the contents of this packet and gives simple directions to follow. Please reach each section carefully and call me at (760) 501-8100 if you have any questions.

Sincerely,

Adopt-A-Street Coordinator

### Guidelines

The materials in this packet define the program in detail and your responsibilities as an adopter. They provide detailed descriptions of each section of the packet and offer directions for adoption.

### **Fact Sheet**

This section provides brief information about the Adopt-A-Street Program (and can be used as a quick reference to recruit others to participate in the program).

### **Application Form**

The application form is to be filled out by the organization, or individual, wanting to adopt a street and should be mailed to the Adopt-A-Street Coordinator.

### Agreement

The form defines the responsibilities for the contractor as well as the City of Coachella Public Works Department and should be filled out completely by the group leader. He/She should then return the signed agreement with the Application Form back to the City. The coordinator must receive the signed form before the first clean-up can be scheduled.

### Hold Harmless & Release, Waiver and Indemnity Agreement

This form needs to be signed by each volunteer participating in the cleanup. All participants under the age of 18 must have a parent or guardian's signature. A copy must be sent to the City and the original maintained by the group leader. If any new volunteers participate during following cleanup activities, a signed copy must be sent to the City.

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### ADOPT-A-STREET

signs. Indicate the group name, as you would like it to appear on the sign. This form needs to be completed by the group leader before a recognition sign is manufactured.

# Safety Kit Contents

The group leader should use this list as an inventory guide when receiving the safety equipment. The safety kit items will be the group leader's responsibility for the contract period of two (2) years and will be the leader's responsibility to ensure the items are in good working condition; otherwise the group leader is required to replace safety kit items at his/her expense.

Initial \_\_\_\_\_

# **Maintenance Office Location**

During your Adopt-A-Street clean-up activities, safety equipment is <u>required</u>. This equipment is assigned to your group upon completion of the safety meeting and will be used for the two (2) year contract commitment. Group leaders should call the coordinator at least one (1) week prior to schedule the group cleanup and arrange a specific time to pick up the safety signs. The group leaders must return the **safety signs** within two working days after the cleanup. Signs are on loan to volunteers and must be returned promptly to allow other volunteer groups to actively participate in roadside litter reduction.

Initial \_\_\_\_\_

# **Completion Form**

The group leader should make several copies of this form to keep in his/her Adopt-A-Street file. After each cleanup, group leaders must either mail or fax in the results to the City, or call (760) 501-8100 to report the figures. Either speak with the coordinator directly or leave a detailed message including the information as listed on the completion form.

### Locator #

Each Adopt-A-Street group is assigned a locator number to identify this file, City adopted roads and their adopters.





### ADOPT-A-STREET LITTER CONTROL FACT SHEET

### DESCRIPTION

⇒ The City of Coachella Adopt-A-Street Program is a litter-reduction campaign designed to remove litter debris from City roads and improve the quality of Coachella's environment. The program establishes a partnership between volunteer groups and the City of Coachella by working together in the effort of litter control in public right-of-way, one mile at a time.

### GOALS

⇒ Create a safe, healthy, attractive, environmentally friendly Coachella.

### RESULTS

- ⇒ The City of Coachella has a cleaner, more pleasant environment through the significant contributions of Adopt-A-Street volunteers.
- A City where visitors and citizens take an active role in their community and that role is evident in Adopt-A-Street signs throughout the City.

### WHO CAN APPLY?

- ⇒ Individuals
- ⇒ Civic and Nonprofit Organizations
- ⇒ Service Clubs and Organizations
- ⇒ Volunteers from Commercial and Private Enterprises



### ADOPT-A-STREET LITTER CONTROL APPLICATION

Locator #\_\_\_\_\_

Contact Person	Date of Application
Name of Organization	Daytime Phone
Mailing Address	Evening Phone
City, State, Zip	Email Address
Are any volunteers below 18 years of age? Yes $\Box$ No $\Box$	Approximate number of people participating in litter cleanup effort:
Road or neighborhood group is interested in adopting: Pu	ublic Works Maintenance Review:
1 <sup>st</sup> one-mile Choice:	
Approval:	
rn or Mail form to: ent Orfano of Coachella - Public Works	Review:



# ADOPT-A-STREET LITTER CONTROL AGREEMENT

Locator #\_\_\_\_\_

The City of Coachella, hereinafter called the "City" and \_\_\_\_\_\_\_, hereinafter called the "Volunteer", are entering into this agreement to permit Volunteer to contribute toward the effort of maintaining a litter free and aesthetically pleasing neighborhood and road.

By signing below, the Volunteer acknowledges awareness that the safety of participants is of primary important and agrees to the following terms and conditions.

### **VOLUNTEER AGREES TO TERMS AND CONDITIONS:**

- Participants shall pick-up litter on a pre-selected section of road or neighborhood area that has been approved by the City.
- Participants shall be 18 years of age or older unless prior approval was granted by the City. The Volunteer shall furnish supervision by one or more adults for every (4) minors participating in the program. A parent or legal guardian must sign the Hold Harmless and Release, Waiver and Indemnity Agreement on behalf of the participant minor.
- The Volunteer shall remove litter from one mile of adopted street a minimum of four times a year for a two-year period.
- The Volunteer shall obtain required supplies and materials form the City during regular business hours.
- The Volunteer shall place filled trash bags at designated locations for pickup and disposal by the City.
- The Volunteer shall return safety equipment and unused trash bags (furnished by the City) to the City within three working days following the cleanup.
- Each cleanup crew shall have a leader. The group leader shall have a copy of this agreement with him/her on the job site.
- All participants shall wear safety equipment at <u>all</u> times when at the site. Crew size will be limited to the amount of safety equipment available.
- Participants shall <u>NOT</u> touch anything that might be hazardous or cause injury. This includes such things as: syringes, needles, broken glass, animal bodies, and heavy objects such as tires or appliances. The leaders shall report these items to the City (760-501-8100) or the police.
- Participants shall not drink alcohol prior to or while participating in litter pick-up activities.
- All participants shall sign a Hold Harmless Agreement prior to their participation. A parent of legal guardian must sign for a minor.

### THE CITY AGREES TO DO THE FOLLOWING:

- Furnish and install a permanent sign with the Volunteer's name or acronym at the adopted area.
- Provide trash bags, safety literature, and other appropriate safety equipment.
- Remove the filled trash bags from designated locations for pickup.
- Coordinate, at its discretion, publicity efforts with the Volunteer to solicit local media coverage.

### ADOPT-A-STREET

- Assist the Volunteer in cleaning up litter under unusual circumstances, i.e., when large, heavy or hazardous items are found.
- Conduct a safety orientation for the Volunteer for the first cleanup and thereafter when appropriate.

If, in the sole judgement of the City, the Volunteer is not meeting the terms and conditions of this agreement, the City may terminate the adoption agreement and remove the group's permanent signs upon 30 days' notice.

### **GROUP HOLD HARMLESS:**

On behalf of\_\_\_\_\_\_, sponsoring organization, I have read the terms and conditions for participation, and I agree and acknowledge for the following:

- 1. Participants in this program are under the control of our group and not the City of Coachella. Our organization will evaluate all participants to determine that they are responsible individuals who will abide b the rules of the roads and use due care and caution while participating in this cleanupprogram.
- 2. Our organization will train each participant prior to his/her participation in any activity. Each participant will be knowledgeable of the rules of the road as they pertain to pedestrians, and the terms and conditions of participation.
- 3. We recognize that this program will expose participants to traffic along roadways being cleaned, as well as other potential hazards. It is our responsibility to obtain and send to the City of Coachella the signed Hold Harmless Agreement from each participant prior to his/her participationin the program.
- 4. It is further agreed that, in consideration for City of Coachella's disposal of litter collected in this cleanup, the permanent sign furnished and installed a with the Volunteer's name or acronym at the adopted area, media exposure, and other related efforts by the City Coachella, our organization and all of its participants will save and hold harmless, protect and defend the City of Coachella, its agents, employees and officials from any claim by our organization, any participants from our organization, or any third parties, arising out of our participation in this project.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF OUR ORGANIZATION, AND THAT EACH PARTICIPANT HAS REVIEWED THIS AGREEMENT AND CONSENTS TO ITS TERMS.

### VOLUNTEER

### **CITY OF COACHELLA**

Signature	Date	Signature	Date
Print Name	Date	Print Name	Date
Organization			



ADOPT-A-STREET

LITTER CONTROL

HOLD HARMLESS AGREEMENT

Locator #\_\_\_\_

Group Leader	Organization/Group Name		Phone
Address	City		Zip
Person (not participating) to be n	otified in case of an Emergency	Relationship	Phone
Address	City		Zip

By SIGNING BELOW I READ AND I UNDERSTAND the rights, responsibilities and privileges of participation in the Adopt-a-Street Program and I AGREE:

I am participating and am under control of our volunteer group and not the City of Coachella. I agree to abide by the terms and conditions of the group's agreement with the City of Coachella. (The group leader will have a copy of this agreement with him/her on the job site for you to review.)

I recognize that this program will expose participants to traffic along roadways being cleaned, as well as other potential hazards as described in more detail in the group's agreement with the City of Coachella. I further agree that, in consideration for the City of Coachella's disposal of litter collected in this cleanup, the permanent sign furnished and installed a with the Organizations name or acronym at the adopted area, media exposure, and other related efforts by the City Coachella, I, including anyone authorized to act on my behalf, will save and hold harmless, protect and defend the City of Coachella, its agents, employees and officials from liability for damages or injury resulting from my participation in the program.

Name	(print)
------	---------

Signature of Participant, or Parent/Guardian if program participant is under 18 yrs. of age.

Date

Item 27.



# **ADOPT-A-STREET** RELEASE, WAIVER AND INDEMNITY AGREEMENT

("Volunteer") to For and in consideration of permitting participate in the Adopt-A-Street Program, and to the furthest extent by law, Volunteer agrees to release, indemnify, hold harmless and defend the City of Coachella and its officers, officials, agents, employees and volunteers (hereinafter referred to as "City") from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Volunteer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Volunteer's participation in the Adopt-A-Street Program. VOLUNTEER AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE ADOPT-A-STREET PROGRAM AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY AN OF THEIR NEGLIGENCE.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees and understands that participating in the Adopt-a-Street Program does not make him/herself an employee of the City of Coachella and does not grant them any right, title or interest in any Workers' Compensation benefits offered employees of the City of Coachella. Further the Undersigned, for him/herself, his/her heirs, executors, administrators or assigns waives and relinquishes any interest or right to claim any interest in the City of Coachella employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

City shall be reimbursed for all costs (including attorney's fees and legal expenses) incurred by City in enforcing this Agreement.

This Agreement shall survive the Volunteer's participation in the Adopt-A-Street Program.

The undersigned agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Adopt-A-Street Program; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

Signature of Volunteer	Date	
Witness	Date	
•53462 Enterprise Way, Coachella, CA	Page 179 92236 ● (760) 501-8100	• www.Coachella.org



### ADOPT-A-STREET LITTER CONTROL RECOGNITION SIGN REQUEST

Locator # \_\_\_\_\_

City of Coachella will install two Adopt-A-Street signs acknowledging your organization's contribution to roadside litter reduction. Sign requests are made at the end of the month of your organization's first cleanup. It will take approximately two months, from the time of request, for the signs to be installed. In order to assist us in the sign fabrication and installation processes, please complete the following:

Group Name (as you would like it to appear on the signs):

Group Leader and Telephone Number:

**Adopted Road:** 



**ADOPT-A-STREET** 

LITTER CONTROL SAFETY GUIDELINES

Locator # \_\_\_\_\_

## **Safety Guidelines:**

- 1. Hold safety meeting before each pickup.
- 2. Try to rideshare and take as few cars as possible to the pick-up site.
- 3. Park vehicles clear of the roadway.
- 4. Work facing on-coming traffic.
- 5. Work during non-peak traffic hours when there are few vehicles on the road.
- 6. Stop work if weather gets bad.
- 7. Do not over exert yourself, especially on hot days.
- 8. Do not attempt to handle hazardous substances (e.g., car batteries, pesticide containers, needles).
- 9. Avoid noxious weeds (e.g., poison ivy).
- 10. Do not enter littered bridges, tunnels or overpasses.
- 11. Stay clear of construction activities.
- 12. Refrain from picking up trash on the street pavement, City Street sweepers will clean the road surface.
- 13. Use caution as you work near any street.
- 14. Never step out into the street.
- 15. Cross streets only at crosswalks.
- 16. Wear light colored clothing and safety vests at all times.
- 17. Wear heavy gloves, and sturdy shoes or boots.
- 18. Wear a hat.
- 19. Have first aid kit on-site.
- 20. Use a buddy system.
- 21. Look out for each other.
- 22. Have a cellular phone on hand.
- 23. Wear high visibility safety vests at all times.
- 24. Do not enter private property without prior permission in writing. Have permission with you at event.



ADOPT-A-STREET LITTER CONTROL SAFETY KIT CONTENTS

Locator # \_\_\_\_\_

The Safety Kit is designed to provide Adopt-A-Street volunteers with the necessary materials to have a successful and safe clean up event. It is essential to properly use all materials provided, during the cleanup.

The coordinator provides safety orientations to all adopting volunteer groups prior to the first cleanup. Additional safety information is provided in the Volunteer Safety Guidelines located in this packet.

The following items are included in the safety kit upon completion of a safety meeting:

- 2 Litter Pik-Stix
- Safety Reflective Vests
- Work Gloves
- Plastic Litter Bags

Prior to a cleanup activity, the group leader will pick-up the following: excluding Citywide Clean-up Day events:

- (1) Clean-up Crew Ahead Sign
- (1) Sign holder
- Extra litter bags if needed

The safety signs can be picked up between the hours of 8:00 a.m. - 3:00 p.m. from the Public Works Yard located at 53462 Enterprise Way, Coachella, California 92236 and must be returned within two (2) working days of the cleanup activity. Also if you have any questions about the proper use of equipment, please ask.

Initial \_\_\_\_\_



#### ADOPT-A-STREET LITTER CONTROL COMPLETION FORM

Locator # \_\_\_\_\_

This form is used by the Adopt-A-Street Program Coordinator to keep track of program participants and the frequency of projects they are involved in. Please remember to always report information on this form after each cleanup event. Cleanup completion date: \_\_\_\_\_ Group leader:\_\_\_\_\_ Phone #: \_\_\_\_\_ Name of Organization: Road adopted: Number of miles adopted: Number of volunteers that participated: Number of ours the cleanup lasted: Approximately how many bags of trash: We anticipate our next cleanup will be on (date): We participated in the recycling program: Yes No (circle one) We turned in \_\_\_\_\_lbs. of recycling to \_\_\_\_\_\_transfer station. Were there any unusual incidents or injuries during the cleanup? If so, please describe: Return or Mail form to: Vincent Orfano City of Coachella - Public Works 53462 Enterprise Way Coachella, CA 92236



Dear Volunteer:

Thank you for your interest in the City of Coachella Adopt-A-Park Program. This Adopt-A- Park Guide is designed to make the Adopt-A-Park Program easy to understand and participate in. The list below describes the contents of this packet and gives simple directions to follow. Please reach each section carefully and call me at (760) 501-8100 if you have any questions.

Sincerely,

Adopt-A-Park Coordinator

#### Guidelines

The materials in this packet define the program in detail and your responsibilities as an adopter. They provide detailed descriptions of each section of the packet and offer directions for adoption.

### **Fact Sheet**

This section provides brief information about the Adopt-A-Park Program (and can be used as a quick reference to recruit others to participate in the program).

### **Application Form**

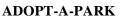
The application form is to be filled out by the organization, or individual, wanting to adopt a Park and should be mailed to the Adopt-A-Park Coordinator.

#### Agreement

The form defines the responsibilities for the contractor as well as the City of Coachella Public Works Department and should be filled out completely by the group leader. He/She should then return the signed agreement with the Application Form back to the City. The coordinator must receive the signed form before the first clean-up can be scheduled.

#### Hold Harmless & Release, Waiver and Indemnity Agreement

This form needs to be signed by each volunteer participating in the cleanup. All participants under the age of 18 must have a parent or guardian's signature. A copy must be sent to the City and the original maintained by the group leader. If any new volunteers participate during following cleanup activities, a signed copy must be sent to the City.



Item 27.

## **Recognition Sign Request:**

Group leaders must complete this form to request the installation of Adopt-A-Park recognition signs. Indicate the group name, as you would like it to appear on the sign. This form needs to be completed by the group leader before a recognition sign is manufactured.

## Safety Kit Contents

The group leader should use this list as an inventory guide when receiving the safety equipment. The safety kit items will be the group leader's responsibility for the contract period of two (2) years and will be the leader's responsibility to ensure the items are in good working condition; otherwise the group leader is required to replace safety kit items at his/her expense.

Initial \_\_\_\_\_

## **Maintenance Office Location**

During your Adopt-A-Park clean-up activities, safety equipment is <u>required</u>. This equipment is assigned to your group upon completion of the safety meeting and will be used for the two (2) year contract commitment. Group leaders should call the coordinator at least one (1) week prior to schedule the group cleanup and arrange a specific time to pick up the safety signs. The group leaders must return the **safety signs** within two working days after the cleanup. Signs are on loan to volunteers and must be returned promptly to allow other volunteer groups to actively participate in park litter reduction.

Initial \_\_\_\_\_

## **Completion Form**

The group leader should make several copies of this form to keep in his/her Adopt-A-Park file. After each cleanup, group leaders must either mail or fax in the results to the City, or call (760) 501-8100 to report the figures. Either speak with the coordinator directly or leave a detailed message including the information as listed on the completion form.

### Locator #

Each Adopt-A-Park group is assigned a locator number to identify this file, City adopted park and their adopters.





ADOPT-A-PARK LITTER CONTROL FACT SHEET

#### DESCRIPTION

⇒ The City of Coachella Adopt-A-Park Program is a litter-reduction campaign designed to remove litter debris from City parks and improve the quality of Coachella's environment. The program establishes a partnership between volunteer groups and the City of Coachella by working together in the effort of litter control in public parks.

#### GOALS

⇒ Create a safe, healthy, attractive, environmentally friendly Coachella.

#### RESULTS

- ⇒ The City of Coachella has a cleaner, more pleasant environment through the significant contributions of Adopt-A-Park volunteers.
- A City where visitors and citizens take an active role in their community and that role is evident in Adopt-A-Park signs throughout the City.

#### WHO CAN APPLY?

- ➡ Individuals
- ⇒ Civic and Nonprofit Organizations
- ⇒ Service Clubs and Organizations
- ⇒ Volunteers from Commercial and Private Enterprises



ltem 27.

ADOPT-A-PARK LITTER CONTROL APPLICATION

Locator #\_\_\_\_\_

Contact Person	Date of Application
Name of Organization	Daytime Phone
Mailing Address	Evening Phone
City, State, Zip	Email Address
Are any volunteers below 18 years of age? Yes $\Box$ No $\Box$	Approximate number of people participating in litter cleanup effort:
Park group is interested in adopting:	Public Works Maintenance Review:
Park Choice:	
Approval:	
	affic Review:
rn or Mail form to: Tr cent Orfano of Coachella - Public Works	
52 Enterprise Way chella, CA 92236	



ADOPT-A-PARK LITTER CONTROL AGREEMENT

Locator #\_\_\_\_

The City of Coachella, hereinafter called the "City" and \_\_\_\_\_\_, hereinafter called the "Volunteer", are entering into this agreement to permit Volunteer to contribute toward the effort of maintaining a litter free and aesthetically pleasing park.

By signing below, the Volunteer acknowledges awareness that the safety of participants is of primary important and agrees to the following terms and conditions.

#### **VOLUNTEER AGREES TO TERMS AND CONDITIONS:**

- Participants shall pick-up litter on a pre-selected section of park area that has been approved by the City.
- Participants shall be 18 years of age or older unless prior approval was granted by the City. The Volunteer shall furnish supervision by one or more adults for every (4) minors participating in the program. A parent or legal guardian must sign the Hold Harmless and Release, Waiver and Indemnity Agreement on behalf of the participant minor.
- The Volunteer shall remove litter from the adopted Park a minimum of four times a yearfor a two-year period.
- The Volunteer shall obtain required supplies and materials form the City during regular business hours.
- The Volunteer shall place filled trash bags at designated locations for pickup and disposal by the City.
- The Volunteer shall return safety equipment and unused trash bags (furnished by the City) to the City within three working days following the cleanup.
- Each cleanup crew shall have a leader. The group leader shall have a copy of this agreement with him/her on the job site.
- All participants shall wear safety equipment at <u>all</u> times when at the site. Crew size will be limited to the amount of safety equipment available.
- Participants shall <u>NOT</u> touch anything that might be hazardous or cause injury. This includes such things as: syringes, needles, broken glass, animal bodies, and heavy objects such as tires or appliances. The leaders shall report these items to the City (760-501-8100) or the police.
- Participants shall not drink alcohol prior to or while participating in litter pick-up activities.
- All participants shall sign a Hold Harmless Agreement prior to their participation. A parent of legal guardian must sign for a minor.

#### THE CITY AGREES TO DO THE FOLLOWING:

- Furnish and install a permanent sign with the Volunteer's name or acronym at the adopted area.
- Provide trash bags, safety literature, and other appropriate safety equipment.
- Remove the filled trash bags from designated locations for pickup.
- Coordinate, at its discretion, publicity efforts with the Volunteer to solicit local media coverage.

- Assist the Volunteer in cleaning up litter under unusual circumstances, i.e., when large, heavy or hazardous items are found.
- Conduct a safety orientation for the Volunteer for the first cleanup and thereafter when appropriate.

If, in the sole judgement of the City, the Volunteer is not meeting the terms and conditions of this agreement, the City may terminate the adoption agreement and remove the group's permanent signs upon 30 days' notice.

#### **GROUP HOLD HARMLESS:**

On behalf of\_\_\_\_\_\_, sponsoring organization, I have read the terms and conditions for participation, and I agree and acknowledge for the following:

- 1. Participants in this program are under the control of our group and not the City of Coachella. Our organization will evaluate all participants to determine that they are responsible individuals who will abide b the rules of the parks and use due care and caution while participating in this cleanup program.
- 2. Our organization will train each participant prior to his/her participation in any activity. Each participant will be knowledgeable of the rules of the park as they pertain to pedestrians, and the terms and conditions of participation.
- 3. We recognize that this program will expose participants to traffic along parkways being cleaned, as well as other potential hazards. It is our responsibility to obtain and send to the City of Coachella the signed Hold Harmless Agreement from each participant prior to his/her participationin the program.
- 4. It is further agreed that, in consideration for City of Coachella's disposal of litter collected in this cleanup, the permanent sign furnished and installed a with the Volunteer's name or acronym at the adopted area, media exposure, and other related efforts by the City Coachella, our organization and all of its participants will save and hold harmless, protect and defend the City of Coachella, its agents, employees and officials from any claim by our organization, any participants from our organization, or any third parties, arising out of our participation in this project.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF OUR ORGANIZATION, AND THAT EACH PARTICIPANT HAS REVIEWED THIS AGREEMENT AND CONSENTS TO ITS TERMS.

#### VOLUNTEER

#### **CITY OF COACHELLA**

Signature	Date	Signature	Date
Print Name	Date	Print Name	Date
Organization			

## ADOPT-A-PARK LITTER CONTROL HOLD HARMLESS AGREEMENT

Locator #\_\_\_\_

Group Leader	Organization/Group Name		Phone
Address	City		Zip
Person (not participating) to	be notified in case of an Emergency	Relationship	Phone
Address	City		Zip

By SIGNING BELOW I READ AND I UNDERSTAND the rights, responsibilities and privileges of participation in the Adopt-a-Park Program and I AGREE:

I am participating and am under control of our volunteer group and not the City of Coachella. I agree to abide by the terms and conditions of the group's agreement with the City of Coachella. (The group leader will have a copy of this agreement with him/her on the job site for you to review.)

I recognize that this program will expose participants to the public park being cleaned, as well as other potential hazards as described in more detail in the group's agreement with the City of Coachella. I further agree that, in consideration for the City of Coachella's disposal of litter collected in this cleanup, the permanent sign furnished and installed a with the Organizations name or acronym at the adopted area, media exposure, and other related efforts by the City Coachella, I, including anyone authorized to act on my behalf, will save and hold harmless, protect and defend the City of Coachella, its agents, employees and officials from liability for damages or injury resulting from my participation in the program.

Name (print)	Signature of Participant, or Parent/Guardian if program participant is under 18 yrs. of age.	Date	



## **ADOPT-A-PARK** RELEASE, WAIVER AND INDEMNITY AGREEMENT

For and in consideration of permitting ("Volunteer") to participate in the Adopt-A-Park Program, and to the furthest extent by law, Volunteer agrees to release, indemnify, hold harmless and defend the City of Coachella and its officers, officials, agents, employees and volunteers (hereinafter referred to as "City") from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Volunteer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Volunteer's participation in the Adopt-A-Park Program. VOLUNTEER AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE ADOPT-A-PARK PROGRAM AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY AN OF THEIR NEGLIGENCE.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees and understands that participating in the Adopt-a-Park Program does not make him/herself an employeeof the City of Coachella and does not grant them any right, title or interest in any Workers' Compensation benefits offered employees of the City of Coachella. Further the Undersigned, for him/herself, his/her heirs, executors, administrators or assigns waives and relinquishes any interest orright to claim any interest in the City of Coachella employment benefits offered employees of the Cityby reason of any common law employee rights theory or similar employment entitlements of any kind.

City shall be reimbursed for all costs (including attorney's fees and legal expenses) incurred by City in enforcing this Agreement.

This Agreement shall survive the Volunteer's participation in the Adopt-A-Park Program.

The undersigned agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Adopt-A-Park Program; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

Signature of Volunteer	Date		
Witness	Date		
•53462 Enterprise Way, Coachella, CA	ge 191 760) 501-8100	• www.Coachella.org	



## ADOPT-A-PARK LITTER CONTROL RECOGNITION SIGN REQUEST

Locator # \_\_\_\_\_

City of Coachella will install two Adopt-A-Park signs acknowledging your organization's contribution to park litter reduction. Sign requests are made at the end of the month of your organization's first cleanup. It will take approximately two months, from the time of request, for the signs to be installed. In order to assist us in the sign fabrication and installation processes, please complete the following:

Group Name (as you would like it to appear on the signs):

**Group Leader and Telephone Number:** 

**Adopted Park:** 



ADOPT-A-PARK LITTER CONTROL SAFETY GUIDELINES

Locator # \_\_\_\_\_

## Safety Guidelines:

- 1. Hold safety meeting before each pickup.
- 2. Try to rideshare and take as few cars as possible to the pick-up site.
- 3. Park vehicles clear of the parkway.
- 4. Work facing on-coming traffic.
- 5. Work during non-peak traffic hours when there are few vehicles on the park.
- 6. Stop work if weather gets bad.
- 7. Do not over exert yourself, especially on hot days.
- 8. Do not attempt to handle hazardous substances (e.g., car batteries, pesticide containers, needles).
- 9. Avoid noxious weeds (e.g., poison ivy).
- 10. Do not enter littered bridges, tunnels or overpasses.
- 11. Stay clear of construction activities.
- 12. Refrain from picking up trash on the Park pavement, City Park sweepers will clean the park surface.
- 13. Use caution as you work near any Park.
- 14. Never step out into the Park.
- 15. Cross Parks only at crosswalks.
- 16. Wear light colored clothing and safety vests at all times.
- 17. Wear heavy gloves, and sturdy shoes or boots.
- 18. Wear a hat.
- 19. Have first aid kit on-site.
- 20. Use a buddy system.
- 21. Look out for each other.
- 22. Have a cellular phone on hand.
- 23. Wear high visibility safety vests at all times.
- 24. Do not enter private property without prior permission in writing. Have permission with you at event.



ADOPT-A-PARK LITTER CONTROL SAFETY KIT CONTENTS

Locator # \_\_\_\_\_

The Safety Kit is designed to provide Adopt-A-Park volunteers with the necessary materials to have a successful and safe clean up event. It is essential to properly use all materials provided, during the cleanup.

The coordinator provides safety orientations to all adopting volunteer groups prior to the first cleanup. Additional safety information is provided in the Volunteer Safety Guidelines located in this packet.

The following items are included in the safety kit upon completion of a safety meeting:

- 2 Litter Pik-Stix
- Safety Reflective Vests
- Work Gloves
- Plastic Litter Bags

Prior to a cleanup activity, the group leader will pick-up the following: excluding Citywide Cleanup Day events:

- (1) Clean-up Crew Ahead Sign
- (1) Sign holder
- Extra litter bags if needed

The safety signs can be picked up between the hours of 8:00 a.m. - 3:00 p.m. from the Public Works Yard located at 53462 Enterprise Way, Coachella, California 92236 and must be returned within two (2) working days of the cleanup activity. Also if you have any questions about the proper use of equipment, please ask.

Initial \_\_\_\_\_



ADOPT-A-PARK LITTER CONTROL COMPLETION FORM

Locator # \_\_\_\_\_

This form is used by the Adopt-A-Park Program Coordinator to keep track of program participants and the frequency of projects they are involved in. Please remember to always report information on this form after each cleanup event.
Cleanup completion date:
Group leader: Phone #:
Name of Organization:
Park adopted:
Number of miles adopted:
Number of volunteers that participated:
Number of ours the cleanup lasted:
Approximately how many bags of trash:
We anticipate our next cleanup will be on (date):
We participated in the recycling program: Yes No (circle one)
We turned inlbs. of recycling totransfer station.
Were there any unusual incidents or injuries during the cleanup?
If so, please describe:
Return or Mail form to: Vincent Orfano City of Coachella - Public Works 53462 Enterprise Way Coachella, CA 92236
•53462 Enterprise Way, Coachella, CA



## STAFF REPORT 10/11/2023

To:Honorable Mayor and City Council MembersFROM:Dr. Gabriel Martin, City ManagerSUBJECT:City Council Meetings Discussion

#### COUNCIL MEMBER DELGADO AND COUNCIL MEMBER DR. FIGUEROA RECOMMENDATION:

This item is being presented to discuss the City Council calendar in order to identify reasons behind cancelations, how to adjust and reschedule council meetings instead of canceling them.

#### **BACKGROUND:**

On July 12, 2023, Council Member Delgado and Council Member Dr. Figueroa requested a discussion item be place on the agenda for the July 26, 2023 City Council meeting to discuss the City Council calendar in order to identify reasons behind cancelations; how to adjust and reschedule council meetings instead of canceling them. On July 26, 2023, the City Council tabled Item 26 – Discussion Regarding City Council Meeting Schedule on a vote of 3-2.

#### **DISCUSSION/ANALYSIS**:

Council Member Delgado and Council Member Dr. Figueroa have requested this item be added to the agenda again on October 11, 2023. The request also indicated to include all information of all the scheduled meetings on the calendar since January 1, 2021 – December 31, 2023 with reason for each cancellation (holiday, conference, quorum, CM request). This information is provided in Attachment "A".

#### **ALTERNATIVES:**

**1.** No alternatives

#### FISCAL IMPACT:

No fiscal impact to the budget

#### ATTACHMENTS:

1. Attachment "A" – City Council Meetings: January 2021 – December 2023

# Attachment "A"

## Year 2021

Month	Meeting Dates	Type of Meetings	Meeting Times	Reasons
January	1/1/2021	Special	2:00pm	
	1/13/2021	Regular	6:00pm	
	1/27/2021	Study	4:00pm	
	1/27/2021	Regular	6:00pm	
February	2/10/2021	Study	4:00pm	
-	2/10/2021	Regular	6:00pm	
	2/24/2021	Study	4:00pm	
	2/24/2021	Regular	6:00pm	
March	3/5/2021	Special	2:00pm	
	3/10/2021	Regular	6:00pm	
	3/13/2021	Special	7:45am	
	3/16/2021	Special	4:00pm	
	3/24/2021 3/27/2021	Regular Special	6:00pm 11:15am	
April	4/8/2021	Special	4:00pm	
Арт	4/14/2021	Regular	6:00pm	
	4/28/2021	Regular	6:00pm	
May	5/12/2021	Cancelled	6:00pm	
-	5/26/2021	Study	4:30pm	
	5/26/2021	Regular	6:00pm	
June	6/9/2021	Cancelled	6:00pm	
	6/23/2021	Regular	6:00pm	
July	7/12/2021	Special	8:00am	
	7/14/2021	Regular	6:00pm	
	7/28/2021	SS Cancelled	4:00pm	
	7/28/2021	Regular	6:00pm	
August	8/4/2021	Special	5:00pm	
	8/11/2021	Cancelled	6:00pm	
	8/25/2021	Study	4:30pm	
G ( 1	8/25/2021	Study	6:00pm	
September	9/8/2021 9/18/2021	Regular Study	6:00pm 8:00am	
	9/18/2021	Cancelled	6:00pm	
October	10/13/2021	Regular		
October	<b>10/13/2021</b> <b>10/27/2021</b>	Cancelled	6:00pm 6:00pm	
November	11/8/2021	Study-Joint	5:00pm	
	11/10/2021	Regular	6:00pm	
	11/15/2021	Study	5:00pm	
	11/24/2021	Cancelled	6:00pm	Holiday
December	12/8/2021	Regular	6:00pm	
	12/13/2021	Study	6:00pm	
	12/22/2021	Cancelled	6:00pm	Holiday
			Juophi	
		Page 197		

## Year 2022

Month	Meeting Dates	Type of Meetings	Meeting Times	Reasons
January	1/12/2022	Cancelled	6:00pm	
	1/26/2022	Regular	6:00pm	
	1/31/2022	Study	6:00pm	
February	2/9/2022	Regular	6:00pm	
	2/23/2022	Regular	6:00pm	
March	3/9/2022	Regular	6:00pm	
	3/23/2023	Regular	6:00pm	
April	4/13/2022	Regular	6:00pm	
	4/27/2022	Regular	6:00pm	
May	5/9/2022	Study	3:00pm	
	5/11/2022	Regular	6:00pm	
	5/25/2022	Cancelled	5:00pm	
June	6/8/2022	Study	5:00pm	
	6/8/2022 6/29/2022	Regular Special	6:00pm 6:00pm	
T 1			-	
July	7/13/2022	Regular	6:00pm	
	7/27/2022	Regular	6:00pm	
August	DARK	Cancelled	6:00pm	
September	9/14/2022	Regular	6:00pm	
	9/28/2022	Cancelled	6:00pm	
October	10/12/2022	Regular	6:00pm	
	10/26/2022	Cancelled	6:00pm	
November	11/9/2023	Regular	6:00pm	
	11/23/2022	Cancelled	6:00pm	Holiday
December	12/7/2022	Special	4:00pm	
	12/14/2022	Regular	6:00pm	
	12/28/2022	Cancelled	6:00pm	Holiday

## Year 2023

Month	Meeting Dates	Type of Meetings	<b>/leeting Times</b>	Reasons
January	1/9/2023	Special	4:00pm	
	1/11/2023	Cancelled	6:00pm	LACK OF QUORUM
	1/25/2023	Regular	6:00pm	
February	2/3/2023	Special	4:30pm	
	2/8/2023	Regular	5:00pm	
	2/22/2023	Regular	5:00pm	
March	3/8/2023	Regular	5:00pm	
	3/22/2023	Regular	5:00pm	
April	4/12/2023	Cancelled	5:00pm	STAFF INITIATED
	4/19/2023	Special	5:30pm	
	4/26/2023	Regular	5:00pm	
May	5/10/2023	Regular	5:00pm	
	5/24/2023	Regular	5;00pm	
June	6/14/2023	Cancelled	6:00pm	LACK OF QUORUM
	6/28/2023	Regular	6:00pm	
July	7/12/2023	Cancelled	6:00pm	CONFERENCE
	7/26/2023	Regular	6:00pm	
August	DARK	DARK	DARK	SUMMER BREAK
September	9/13/2023	SCHEDULED	6:00pm	
	9/27/2023	Cancelled	6:00pm	CONFERENCE
October	10/11/2023	SCHEDULED	6:00pm	
	10/25/2023	SCHEDULED	6:00pm	
November	11/8/2023	SCHEDULED	6:00pm	
	11/22/2023	Cancelled	6:00pm	Holiday
December	12/13/2023	SCHEDULED	6:00pm	
	12/27/2023	Cancelled	6:00pm	Holiday