



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

AGENDA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

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

February 10, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference/electronically and there will be no in-person public access to the meeting location.

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

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

Passcode: 606140

Or iPhone one-tap : 16699006833,,88457271898#,,, *606140#

- Public comments may be received **either via email, or telephonically, or via Zoom** with a limit of **250 words, or three minutes**:
 - 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.
 - **Or**, you may leave a message at **(760)-262-6240 before 5:30 p.m.** on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.
- **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla.

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 APPOINTMENT

Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager William B. Pattison, Jr;
Human Resources Manager Sandy Krause; and
Public Works Director Maritza Martinez

Employee Organization: Teamsters Local 1932 Representing Mid-Management Employees

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

City Labor Negotiator: City Manager William B. Pattison, Jr;
Human Resources Manager Sandy Krause; and
Public Works Director Maritza Martinez

Employee Organization: Teamsters Local 1932 Representing Miscellaneous/Sanitary Employees

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

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

6. Special Meeting Minutes of a Coachella City Council Study Session held on January 27, 2021.

7. Regular Meeting Minutes of January 27, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

8. Presentation on Coronavirus (COVID-19) Response Efforts

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

9. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of February 10, 2021, \$3,606,124.83.
10. Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City's Agricultural Sector. City-Initiated. (*Second Reading*)
11. Ordinance No. 1172 Regarding Commission and Committee Appointments (*Second Reading*)
12. Ordinance No. 1173, Regarding Establishment of Cultural and Arts Commission (*Second Reading*)
13. Resolution No. 2021-12, Establishing Member Appointment Procedure for Utility Users Tax Citizen Oversight Committee
14. Adopt Resolution No. 2021-09 Authorizing the City Manager to Pledge Support on Behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity Initiative
15. Award Maintenance Agreement to Rudys Electric Co. for the As Needed Electrical Repairs Project No. 121820, in the amount not to exceed \$75,000.
16. Investment Report – December 2020
17. Authorize a Community Based Grant to Coachella Valley Volunteers in Medicine in the Amount of \$1,000 to Provide Ten Medical Care Visits to Coachella Residents
18. Authorize a Community Based Grant to College of the Desert in the Amount of \$1,000 to Support its Book Loan Program

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Urgency Ordinance No. 1174, and Ordinance No. 1175, "Hero Pay" for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*First Reading*)
 1. That the City Council consider and adopt Urgency Ordinance No. 1174, entitled "An Urgency Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella (four-fifths (4/5) vote required)"; and
 2. That the City Council consider and conduct first reading (introduction) of Ordinance No. 1175, entitled, "An Ordinance of the City Council of the City of Coachella, California, Amending the Coachella

Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella”

- [20.](#) Resolution 2021-10 Approving the Creation and Funding for a Full-Time Public Information Officer
- [21.](#) Resolution No. 2021-11, Prepayment and Loan Agreement for CFD 2005-1 Special Assessments (Law Enforcement, Fire and Paramedic Services) for the Coachella Housing Project, LP developed by the Community Housing Opportunities Corporation (CHOC)
- [22.](#) Authorize award of Construction Agreement to Condor Inc. for the Bagdouma Pool Rehabilitation Project No. 102720.
- [23.](#) Consideration to Appoint Three Coachella Residents to the Coachella Planning Commission for four-year terms.
- [24.](#) Resolution No. 2021-13 of the City Council of the City of Coachella Declaring that the Acquisition of Certain Real Property by Eminent Domain is Necessary for the Construction of the Avenue 50 Extension Project

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [25.](#) Community Facilities District (CFD 2005-01) – Annexation No. 32 CV Apartments by Community Housing Opportunities Corporation (CHOC) located at 84-900 Bagdad Avenue.
 - a) Resolution No. 2020-75 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
 - b) Resolution No. 2020-76 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Parcel Map 37833).
 - c) Resolution No. 2020-77 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 32)
 - d) Ordinance No.1170 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (*First Reading*)

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager’s Comments.

ADJOURNMENT:

*Complete Agenda Packets are available for public inspection on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



City Hall Council Chamber
1515 Sixth Street, Coachella, California
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MINUTES

OF A SPECIAL MEETING COACHELLA CITY COUNCIL STUDY SESSION

January 27, 2021
4:00 PM

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 4:06 p.m.

ATTENDANCE:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Hernandez

City Treasurer Aviles and City Clerk Zepeda

Absent: Mayor Pro Tem Gonzalez.

(Mayor Hernandez was present at the beginning of the meeting and stepped away shortly during roll call.)

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

STUDY SESSION ITEMS:

1. Housing Element Update by David Bergman with Lisa Wise Consulting, Inc.

Public Comment: Erick Lemus

2. Accessory Dwelling Units (ADUs) Ordinance Update by Todd Leishman with Best Best & Krieger

There being no further business, the meeting concluded at 5:22 p.m.

Respectfully submitted,

Angela M. Zepeda
City Clerk

[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]



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MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

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

January 27, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:24 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Treasurer Aviles and City Clerk Zepeda.

Absent: None.

*(*Councilmember Galarza was present, but logged into Closed Session at the time the meeting was called to order.)*

Pursuant to Executive Order N-29-20 pertaining to the coronavirus/COVID-19, this meeting was conducted entirely by teleconference/electronically with no in-person public access to the meeting location.

APPROVAL OF AGENDA:

City Manager Bill Pattison asked Council to table the second position included in Item 18, the Public Information Officer, until the next regular meeting of February 10, 2021.

Motion: To approve the agenda as **modified**

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Beaman Jacinto

Approved: 4-0, by a unanimous voice vote. *(*Councilmember Galarza was logged into Closed Session; therefore, absent for this vote.)*

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:25 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
Three (3) potential cases
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
Two (2) potential cases

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

The City Council reconvened into open session at 6:03 p.m.

PLEDGE OF ALLEGIANCE:

Councilmember Beaman Jacinto led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos stated that direction was given in Closed Session, but no reportable action was taken.

APPROVAL OF MINUTES:

3. Regular Meeting Minutes of January 13, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Delgado

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PROCLAMATIONS/PRESENTATIONS:

4. Proclamation Honoring United States Capitol Police Officer Juan Lopez, from Coachella, for his Heroic Actions

(The following items were taken out of order and renumbered.)

5. 2021 Legislative Update by Oracio Gonzalez with Ollin Strategies.
6. Presentation on Coronavirus (COVID-19) Response Efforts by Michael Osur Assistant Director for Public Health of the Riverside University Health System - Public Health.

WRITTEN COMMUNICATIONS:

Four emails were received and read as the items came up for discussion.

CONSENT CALENDAR:

7. Voucher Listings — EFT's/Utility Billing Refunds/FY 2020-21 Expenditures as of January 27, 2021, \$2,630,175.72.
8. Resolution No. 2021-07 Authorizing the City Manager to Submit a Grant Proposal and Execute the Grant Agreement for the Proposition 64 Public Health and Safety Grant Program Administered by the Board of State and Community Corrections in the Amount of \$882,000.
Public Comment: Erick Lemus *(via Zoom)*
9. Resolution No. 2021-08 Authorizing the City Manager to Submit a Grant Application to SCAG Under Its Sustainable Communities Program Housing and Sustainable Development Project Type to Prepare and Adopt Objective Design and Development Standards
10. Quarterly Reports
11. Authorization to file a Notice of Completion for City Project ST-119, 2020 Pavement Improvement Project.
12. Approval of Execution of Notice of Completion for City Facilities Re-Roof Project No 091520; accept project as complete and direct City Clerk to record the Notice of Completion.
13. Authorization of Rejection of Bids for On-Call HVAC Services Project No. 110220.
14. Award Maintenance Agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 121720.
15. Award Maintenance Agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 121620.
16. Investment Report – November 2020

Motion: To approve per staff recommendation, Consent Calendar Items 7 through 16.

Made by: Mayor Pro Tem Gonzalez
Seconded by: Councilmember Galarza
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.
ABSTAIN: None.
ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

17. Ordinance No. 1172, an Ordinance Regarding Commission and Committee Appointments (*First Reading*)

Public Comments: Oralia "Yaya" Ortiz (*via email 1/26/2021 9:08 p.m.*)
Marne McCluskey (*via email 1/27/2021 10:37 a.m.*)
Joy Silver (*via email 1/27/2021 2:51 p.m.*)
Irene N. Rodriguez (*via email 1/27/2021 4:23 p.m.*)

Motion: To approve with the exception of Section 4 [*see below Ordinance No. 1173*]; and To read title only and pass to second reading.

Made by: Councilmember Beaman Jacinto
Seconded by: Councilmember Delgado
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.
ABSTAIN: None.
ABSENT: None.

Ordinance No. 1173, an Ordinance Regarding the Establishment of Cultural and Arts Commission (*First Reading*) – (*City Attorney Campos made a clarification on the staff report on this item that the item was coming forward at the request of Mayor Pro Tem Gonzalez and Councilmember Neftali.*)

(*This item was originally included with Ordinance No. 1172, now split into a separate ordinance. See above.*)

Motion: To approve, and to read title only and pass to second reading.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 3-1-1, by the following roll call vote:

AYES: Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES: Councilmember Delgado.
ABSTAIN: Councilmember Beaman Jacinto.
ABSENT: None.

Public Comments were moved up to this portion of the meeting being after the 8:00 hour:

None

(After Public Comments, the City Council returned to the regular agenda at this point.)

18. Resolution No. 2021-02 Approving the Creation and Funding for a Full-Time Assistant Community Development Director Position.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza
Seconded by: Mayor Hernandez
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: None.

19. Resolution No. 2021-03 Adopting the City of Coachella 2021 Storm Water Master Plan (SWMP).

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
NOES: None.
ABSTAIN: None.
ABSENT: None.

20. Professional Service Agreement with Egan Civil, Inc. to develop final Plans, Specifications & Engineer's Estimates for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
 NOES: None.
 ABSTAIN: None.
 ABSENT: None.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

21. Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City’s Agricultural Sector. City-Initiated. (*First Reading*)

Public Comment: None.

Motion: To read title only and pass to second reading.

Made by: Councilmember Delgado
 Seconded by: Councilmember Beaman Jacinto
 Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
 NOES: None.
 ABSTAIN: None.
 ABSENT: None.

22. Community Facilities District (CFD 2005-01) – Annexation No. 32 CV Apartments by Community Housing Opportunities Corporation (CHOC) located at 84-900 Bagdad Avenue.

- a) Resolution No. 2021-04 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Resolution No. 2021-05 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Parcel Map 37833).
- c) Resolution No. 2021-06 Canvassing the Results of the Election held within CFD No. 2005-01 (Area No. 32)
- d) Ordinance No.1170 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (*First Reading*)

Public Hearing Item Remains Open.

Public Comment: None.

Motion: To **continue** to the City Council Meeting of **February 10, 2021**

Made by: Mayor Hernandez
 Seconded by: Mayor Pro Tem Gonzalez
 Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

23. Appeal of Planning Commission’s Revocation of Conditional Use Permit (CUP 312) that allowed a 3,250 sq. ft. Retail Cannabis Microbusiness on 20,000 square feet of land located at 84-161 Avenue 48 for “The Coachella Lighthouse, LLC”. City- Initiated Revocation.

Public Hearing Item Remains Open.

Public Comment: None.

Motion: To **continue** to the City Council Meeting of **March 10, 2021**

Made by: Mayor Hernandez
 Seconded by: Councilmember Gonzalez
 Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

24. Coachella Travel Center Project

- a) Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b) Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c) Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d) Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e) Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway

Public Hearing Item Remains Open.

Public Comment: None.

(Continued)

Item 24, Coachella Travel Center Project, continued from previous page.)

Motion: To **continue** to the City Council Meeting of **March 24, 2021**

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Galarza

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 6). There were no further comments at this time.

REPORTS AND REQUESTS:

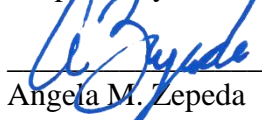
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:39 p.m.

Respectfully submitted,



Angela M. Lepeda
City Clerk

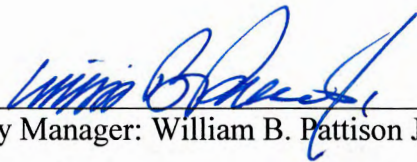
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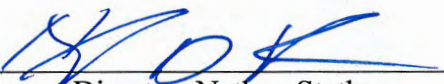
1 checks in this report.

Grand Total All Checks: 2,297.19

Date: December 15, 2020



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
02/02/2021 1:45:38PM

Check List
City of Coachella

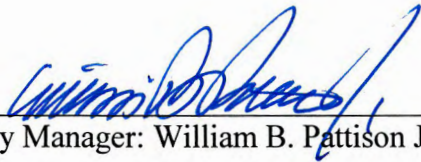
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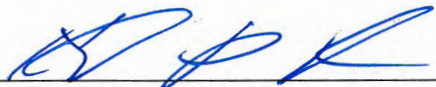
1 checks in this report.

Grand Total All Checks: 8,876.26

Date: January 4, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

apChkLst
02/02/2021 1:58:51PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -:

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
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1 checks in this report.

Grand Total All Checks: 8,876.26

Date: February 1, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

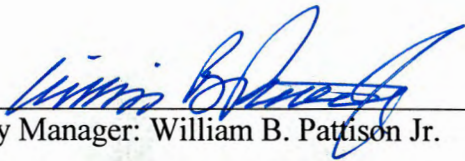
Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
110032	1/26/2021	54053 CABRERA, LUIS G.	2021 Grant	1/26/2021	CANNABIS EQUITY GRANT PI	6,000.00	6,000.00
Sub total for WELLS FARGO BANK:							6,000.00

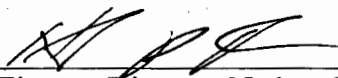
1 checks in this report.

Grand Total All Checks: 6,000.00

Date: January 26, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

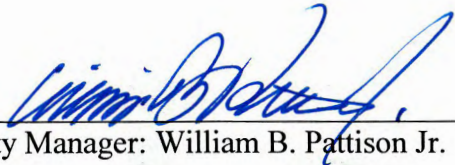
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110033	2/10/2021	53904	AYALA, LAURA	Ref000216890	2/1/2021	UB Refund Cst #00050841	58.34	58.34
110034	2/10/2021	54057	DR HORTON INC	Ref000216891	2/1/2021	UB Refund Cst #00051933	24.84	24.84
110035	2/10/2021	54058	DR HORTON INC	Ref000216892	2/1/2021	UB Refund Cst #00052007	40.63	40.63
110036	2/10/2021	54059	DR HORTON INC	Ref000216893	2/1/2021	UB Refund Cst #00052295	85.38	85.38
110037	2/10/2021	54064	DR HORTON INC	Ref000216898	2/1/2021	UB Refund Cst #00052466	70.78	70.78
110038	2/10/2021	54066	DR HORTON INC	Ref000216900	2/1/2021	UB Refund Cst #00052567	89.55	89.55
110039	2/10/2021	54067	DR HORTON INC	Ref000216901	2/1/2021	UB Refund Cst #00052568	91.65	91.65
110040	2/10/2021	54068	DR HORTON INC	Ref000216902	2/1/2021	UB Refund Cst #00052569	91.65	91.65
110041	2/10/2021	54069	DR HORTON INC	Ref000216903	2/1/2021	UB Refund Cst #00052573	91.65	91.65
110042	2/10/2021	54070	DR HORTON INC	Ref000216904	2/1/2021	UB Refund Cst #00052574	91.65	91.65
110043	2/10/2021	54071	DR HORTON INC	Ref000216905	2/1/2021	UB Refund Cst #00052576	89.55	89.55
110044	2/10/2021	54072	DR HORTON INC	Ref000216906	2/1/2021	UB Refund Cst #00052586	91.65	91.65
110045	2/10/2021	54073	DR HORTON INC	Ref000216907	2/1/2021	UB Refund Cst #00052587	80.20	80.20
110046	2/10/2021	54065	PEREZ, RICARDO	Ref000216899	2/1/2021	UB Refund Cst #00052548	77.26	77.26
110047	2/10/2021	54060	PULTE GROUP INC	Ref000216894	2/1/2021	UB Refund Cst #00052440	35.09	35.09
110048	2/10/2021	54061	PULTE GROUP INC	Ref000216895	2/1/2021	UB Refund Cst #00052441	47.53	47.53
110049	2/10/2021	54062	PULTE GROUP INC	Ref000216896	2/1/2021	UB Refund Cst #00052448	33.88	33.88
110050	2/10/2021	54063	PULTE GROUP INC	Ref000216897	2/1/2021	UB Refund Cst #00052449	54.50	54.50
110051	2/10/2021	54056	TICE, ROCK	Ref000216889	2/1/2021	UB Refund Cst #00039660	14.49	14.49

Sub total for WELLS FARGO BANK: 1,260.27

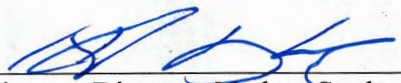
19 checks in this report.

Grand Total All Checks: 1,260.27

Date: February 10, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90	2/10/2021	45929	BECK OIL, INC.	40909CL	12/15/2020	PE12/15 GRAFFITI DEPT FUE	286.72
				41259CL	12/31/2020	PE12/31 GRAFFITI DEPT FUE	57.31
				41590CL	1/15/2021	PE1/15 GRAFFITI DEPT FUEL	61.68
				41527CL	1/15/2021	PE1/15 VEHICLE MAINT DEPT	138.23
				41159CL	12/31/2020	PE12/31 ENG DEPT FUEL	38.44
				41160CL	12/31/2020	PE12/31 BLDG/PLANNING DE	205.04
				41162CL	12/31/2020	PE12/31 LLMD DEPT FUEL	54.78
				41166CL	12/31/2020	PE12/31 STREETS DEPT FUE	265.27
				41168CL	12/31/2020	PE12/31 WATER DEPT FUEL	349.24
				41171CL	12/31/2020	PE12/31 PARKS DEPT FUEL	279.37
				41193CL	12/31/2020	PE12/31 VEHICLE MAINT DEF	93.25
				41194CL	12/31/2020	PE12/31 SENIOR CNTR FUEL	64.27
				41205CL	12/31/2020	PE12/31 CODE ENF DEPT FU	23.08
				41217CL	12/31/2020	PE12/31 SANITARY DEPT FUE	457.79
							2,374.47
91	2/10/2021	02320	CALPERS	1000000163053	1/14/2021	#6373819375, FEB2021 HEALT	89,730.01
				1000000163053	1/14/2021	#6373819375, FEB2021 HEALT	15,600.99
92	2/10/2021	46730	CALPERS	1000000163076	1/19/2021	2021 RPLCMNT BENEFIT CNT	4,620.11
93	2/10/2021	24600	LOPES HARDWARE	009442	1/8/2021	PAINT, CAUTION TAPE, TEXT	179.93
				009637	12/9/2020	PLIERS, WRENCHES, SAW AI	316.78
				009676	12/9/2020	PAINTER PLASTIC	17.39
				009469	1/13/2021	KEYS, BATTERIES, BUCKETS	373.39
							887.49
94	2/10/2021	42187	MUFG UNION BANK, N.A.	1245446	12/24/2020	AC6712071400, NV20-OT21, S	2,190.00
				1245310	12/23/2020	AC6712016200, DC20-NV21, C	2,190.00
							4,380.00
95	2/10/2021	00101	MUNISERVICES/AVENU	INV06-010829	1/29/2021	SUTA, QTR ENDING 9/30/20	4,158.36
				INV06-010830	1/29/2021	SUTA (DISTRICT TAX), QTR E	270.76
							4,429.12
96	2/10/2021	51869	REIGN INDUSTRIES INC.	RI 2101 CWA	1/13/2021	VFD REPLACEMENT @ WELL	9,861.75
97	2/10/2021	52924	SIEMENS MOBILITY, INC.	5620033186	12/29/2020	NOV2020 TRAFFIC SIGNAL C,	1,999.02
				5610251800	12/29/2020	NOV2020 TRAFFIC SIGNAL M	1,812.80
							3,811.82
98	2/10/2021	48436	UNIVAR SOLUTIONS USA INC.	48892655	1/4/2021	SODIUM BISULFITE	6,453.53
				48915603	1/19/2021	SODIUM HYPOCHLORITE	5,711.77
							12,165.30
99	2/10/2021	50229	URBAN HABITAT ENVIRONME	5950	10/24/2020	OCT2020 LANDSCAPE MAINT	47,504.41
				6031	11/30/2020	NOV2020 LANDSCAPE MAINT	47,504.41
							95,008.82

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
100	2/10/2021	51697	WESTERN WATER WORKS SI1400383-00	10/26/2020	OD TAPE & ADAPTER FIP X C	115.70		
			1400675-00	11/25/2020	MTR BOX LID HOOK	45.78		
			1400279-01	10/19/2020	ADAPTER FCT X QJ CTS W/ C	468.72		
			1400761-00	12/8/2020	2PC POLYMER CVR	129.42		
			1400424-00	11/25/2020	REPAIR CLAMP	523.75		
			1400425-00	11/25/2020	MTR ADAPTER, MTR CPLG M	1,927.37		
			1400611-00	11/18/2020	H&C CONC 2PC CVR	25.34		
			1400211-00	10/5/2020	ANGLE BALL MTR VLV QJ	3,623.55		
			1400150-00	9/25/2020	SOFT COPPER TUBING COIL	2,223.61		
			1400787-00	12/9/2020	HYD EXT GRV, RING GSKT, E	165.09		
			1400441-00	11/4/2020	HEAVY DUTY PULLING CABLI	312.77	9,561.10	
T FOR WELLS FARGO BANK -SEPARATE CHECK:								252,430.98

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110052	2/10/2021	48977	ADT COMMERCIAL	137970725	1/4/2021	FB-AP2021 ALARM/EXT SVC I	413.70	
				137970726	1/4/2021	FEB2021 ALARM/EXT SVC PR	626.74	
				137970727	1/4/2021	FEB2021 ALARM/EXT SVC PR	1,023.39	
				137970728	1/4/2021	FB-AP2021 ALARM/EXT SVC I	572.70	
				137970729	1/4/2021	FB-AP2021 ALARM/EXT SVC I	212.85	
				137970730	1/4/2021	FEB2021 CELL/ESUITE/ALARI	62.00	
				137970731	1/4/2021	FEB2021 CELL/EXT SVC PRO	27.00	
				137970732	1/4/2021	FB-AP2021 ALARM/EXT SVC I	179.85	3,118.23
110053	2/10/2021	46835	AIR AND HOSE SOURCE, INC.	408857	1/14/2021	TRIGGER JET SPRAY GUN 15	61.15	61.15
110054	2/10/2021	51894	ALPHA MEDIA LLC	530387-1	12/31/2020	12/27-31 AD SPOT: GUN SAFE	500.00	
				530397-1	12/31/2020	12/27-31 AD SPOT: GUN SAFE	500.00	1,000.00
110055	2/10/2021	42837	ARAMARK UNIFORM SERVICE	DEC2020 GRFT	12/31/2020	PE12/31 UNIFORMS	47.82	
				NOV2020 GRFT	11/30/2020	PE11/30 UNIFORMS	63.76	111.58
110056	2/10/2021	43570	ASCAP	Annual Fee 2021	12/20/2020	2021 ANNUAL FEE (ACC #500	367.00	367.00
110057	2/10/2021	43862	BRENNTAG PACIFIC, INC	BPI109743	12/31/2020	SODIUM HYPOCHLORITE	1,089.38	
				BPI321014	12/4/2020	12/2 DRUM RETURN	-1,040.00	
				BPI321940	12/31/2020	12/31 DRUM RETURN	-1,120.00	
				BPI109744	12/31/2020	SODIUM HYPOCHLORITE	2,178.75	
				BPI109745	12/31/2020	SODIUM HYPOCHLORITE	1,089.38	
				BPI321155	12/9/2020	10/27 DRUM RETURN	-1,880.00	
				BPI104209	12/9/2020	SODIUM HYPOCHLORITE	2,178.75	
				BPI102442	12/2/2020	SODIUM HYPOCHLORITE	1,089.38	3,585.64
110058	2/10/2021	44494	BURRTEC WASTE & RECYCLIBD	1/1/21	1/1/2021	AC 44-BS 405340, 85075 AVE	269.94	269.94
110059	2/10/2021	42506	BURRTEC WASTE INDUSTRIESS1-2021		2/1/2021	SS1 FY20/21 REFUSE COLLE	1,093,196.79	1,093,196.79
110060	2/10/2021	46356	C.V. CONSERVATION COMMIS	Dec2020	1/25/2021	DEC2020 LDMF MULTI-SPECI	39,361.41	
				Nov2020	1/25/2021	NOV2020 LDMF MULTI-SPECI	9,501.03	48,862.44
110061	2/10/2021	43710	CHARLES P CROWLEY COMP	28156	12/16/2020	GAS MASTRRR SERIES 32 V/	11,870.23	11,870.23
110062	2/10/2021	53964	CITY OF COACHELLA	2021 Grant	2/1/2021	CANNABIS EQUITY GRANT PI	2,699.00	2,699.00
110063	2/10/2021	02273	CLAIREMONT EQUIPMENT	49608501	1/8/2021	1/7 42' REACH FORKLIFT RNT	712.14	712.14

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110064	2/10/2021	53220	COACHELLA ACE HARDWARE	1416/1	12/22/2020	NUMBER REFLECT 3" VINYL	6.04
				1417/1	12/22/2020	LETTER & NUMBER REFLECT	12.10
				1466/1	1/7/2021	TGL SWITCH ON/OFF W/ LID	5.00
				1473/1	1/11/2021	BATTERY PHOTO CR 2, ACE I	85.85
				1538/1	1/25/2021	KEYKRAFTER #24 & RUBBER	14.97
				1536/1	1/25/2021	MARK PAINT & PAINT/VARN S	44.76
				1525/1	1/21/2021	HAMMER CLAW, MEASURING	293.92
				1403/1	12/17/2020	PAINTERS TAPE & EXTN COF	24.98
				1447/1	1/4/2021	WIRE STEEL GALV & MISC FA	5.54
							493.16
110065	2/10/2021	45032	COLLINS ELECTRIC CORP.	011421-1	1/14/2021	RETROFIT POLE LIGHTS, ETI	1,450.00
110066	2/10/2021	44959	COMPUTER CONSULTANTS,	132137	1/1/2021	2021 OFFSITE CLOUD BACKL	3,300.00
110067	2/10/2021	00749	COUNTY OF RIVERSIDE	SH0000038410	1/12/2021	(2) WEB CAMS	107.73
110068	2/10/2021	11800	COUNTY OF RIVERSIDE	AN0000002126	1/25/2021	DEC2020 ANL SHLTR+FIELD+	17,755.64
110069	2/10/2021	49858	CV PIPELINE CORP.	S2503	1/6/2021	1/6 VIDEO PIPE INSPECTION:	480.00
				S2510	1/13/2021	1/7+8+12 HYDRO-WASH @ DI	5,200.00
				S2514	1/14/2021	STORM DRAIN SYSTEM MAIN	8,580.00
				S2505	1/12/2021	STORM DRAIN SYSTEM MAIN	6,240.00
							20,500.00
110070	2/10/2021	09650	CVAG	CV 21070-20	12/15/2020	1ST QTR- FY20/21 (JL-SP) AB	11,826.05
				Nov2020	1/25/2021	NOV2020 TUMF FEES	16,170.00
				Dec2020	1/25/2021	DEC2020 TUMF FEES	67,962.00
							95,958.05
110071	2/10/2021	09950	CVWD	Nov 2020	12/1/2020	CN 332543, NOV2020 WELL R	37,507.80
				Dec 2020	1/1/2021	CN 332543, DEC2020 WELL R	34,326.60
							71,834.40
110072	2/10/2021	51867	DEMBOYZ, INC.	86283	1/6/2021	TRBLSHT & RPR'D GATE @ F	210.00
110073	2/10/2021	53389	DESERT CONCEPTS CONST	F20039	12/2/2020	11/25 EMRGNCY WTR LINE R	9,025.00
				20038	12/2/2020	11/24 EMRGNCY WTR LINE R	9,025.00
				20040	12/2/2020	12/2 EMRGNCY ASPHALT RPI	4,510.00
							22,560.00
110074	2/10/2021	48359	DESERT STEEL SUPPLY	20128	1/11/2021	SQ TUBE	185.88
				20168	1/19/2021	SQ TUBE	125.76
							311.64

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
110075	2/10/2021	13700	DEWEY PEST CONTROL INC.	13971890	1/1/2021	AC1126447, JAN-MAR2021, SI	90.00	
				13977516	1/1/2021	AC1404426, JAN-MAR2021, LI	255.00	
				13981878	1/1/2021	AC102942, JAN-MAR2021, 151	175.50	
				13983212	1/1/2021	AC1008112, JAN-MAR2021, CO	126.00	
				13993860	1/1/2021	AC103361, JAN2021, SENIOR	80.00	
				14001807	1/1/2021	AC1452292, JAN-MAR2021, SI	150.00	
				14023981	1/1/2021	AC1067451, JAN-MAR2021, 15	111.00	
				AC1315475-JA/M	1/1/2021	AC1315475, JAN-MAR2021, PI	810.00	
				14001808	1/1/2021	AC1450610, JAN2021, DE ORC	160.00	
				14007275	1/1/2021	AC241000, JAN-MAR2021, 151	111.00	
				14008792	1/1/2021	AC1318239, JAN-MAR2021, FF	90.00	
				14008793	1/1/2021	AC1318244, JAN-MAR2021, BO	90.00	
				14008794	1/1/2021	AC1318235, JAN-MAR2021, 82	90.00	
				14008796	1/1/2021	AC1318236, JAN-MAR2021, RI	123.00	
				14008811	1/1/2021	AC1281215, JAN2021, SIERRA	301.00	
				14008812	1/1/2021	AC1281218, JAN2021, 51251 I	900.00	
				14018034	1/1/2021	AC1178382, JAN-MAR2021, BO	126.00	
				14018039	1/1/2021	AC1161434, JAN-MAR2021, BO	195.00	
				AC1434611-JA/M	1/1/2021	AC1434611, JAN-MAR2021, PA	480.00	
				AC934340-JA/M	1/1/2021	AC934340, JAN-MAR2021, SA	450.00	4,913.50
110076	2/10/2021	42442	DIRECTV	076184020X210	1/3/2021	JAN2021 BUSINESS XTRA PK	137.80	137.80
110077	2/10/2021	14860	E. K. WOOD LUMBER COMPAN	493859	1/5/2021	SHOAT RINGS, FENCE TIE, E	27.85	27.85
110078	2/10/2021	15750	FEDEX	7-188-58791	11/20/2020	NOV2020 FEDEX SVCS	75.26	75.26
110079	2/10/2021	44088	FERGUSON ENTERPRISES, IN	9581933	12/14/2020	PIPE THRD TAPE, FIP COMP	240.18	240.18
110080	2/10/2021	15900	FIESTA FORD, INC.	438563/3	12/8/2020	SVC'D/RPR'D 2015 FORD F-15	389.00	389.00
110081	2/10/2021	43672	FULTON DISTRIBUTING COMI	525762	1/20/2021	BAG POLY T-SHIRT & OVEN C	206.01	
				524395	1/4/2021	GLOVES & HAND SOAP	377.22	583.23
110082	2/10/2021	51494	GARDA CL WEST, INC.	20463718	12/31/2020	DEC2020 EXCESS LIABILITY	237.50	237.50
110083	2/10/2021	54047	GONZALEZ, ADRIANA	2021 Grant	2/1/2021	CANNABIS EQUITY GRANT PI	137,468.00	137,468.00
110084	2/10/2021	00207	GRAINGER INC	9769256448	1/11/2021	BROOM HANDLE	91.22	
				9746711887	12/14/2020	CARRY CADDY	81.50	
				9763271781	1/6/2021	GEL PENS	56.01	
				9762330620	1/5/2021	CLIPBOARD	49.05	277.78
110085	2/10/2021	53854	GRANITE TELECOMMUNICATI	503036228	11/1/2020	AC 04418223, NOV2020 SVCS	627.50	627.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110086	2/10/2021	00996	HOME DEPOT	1163590	1/11/2021	BIRD SPIKE KIT, CAULK GUN	296.03
				3010351	1/19/2021	ACX PLYWOOD	120.32
				3010371	1/19/2021	15W SMALL WALLPACK	86.93
				5015282	1/7/2021	CAUTION TAPE, AC/DC CLAM	228.15
110087	2/10/2021	20450	IMPERIAL IRRIGATION DISTRI	50404154-DC20	1/8/2021	AC50404154, 12/3-1/5	13.31
				50404155-DC20	1/8/2021	AC50404155, 12/3-1/5	102.52
				50416425-DC20	1/8/2021	AC50416425, 12/3-1/5	83.33
				50487676-DC20	1/8/2021	AC50487676, 12/3-1/5, LIFT ST	13.19
				50516108-DC20	1/8/2021	AC50516108, 12/3-1/5	13.39
				50527782-DC20	1/8/2021	AC50527782, 12/3-1/5	12.34
				50642002-DC20	1/8/2021	AC50642002, 12/3-1/5	136.75
				50642141-DC20	1/8/2021	AC50642141, 12/3-1/5	39.50
				50705542-DC20	1/8/2021	AC50705542, 12/3-1/5, PERMI	746.42
				50705544-DC20	1/8/2021	AC50705544, 12/3-1/5, PERMI	140.21
				50035734-DC20	1/8/2021	AC50035734, 12/2-1/4, CVHS F	18.93
				50035836-DC20	1/8/2021	AC50035836, 12/3-1/5, WELL #	36.49
				50217597-DC20	1/8/2021	AC50217597, 12/3-1/5	44.58
				50387122-DC20	1/11/2021	AC50387122, 12/3-1/5, SEWEF	31,524.79
				50404153-DC20	1/8/2021	AC50404153, 12/3-1/5	107.01
110088	2/10/2021	45108	IMPERIAL SPRINKLER SUPPL	4487546-00	1/8/2021	RAINBIRD 6" POP-UP BODY	276.01
				4487883-00	1/8/2021	1" VICTOR RPLCMNT BLADE,	22.23
110089	2/10/2021	48293	KOA CORPORATION	JB92071-13	12/11/2020	PE11/29 PS&E/RIGHT-OF-WA'	19,502.50
110090	2/10/2021	45051	LAMAR OF PALM SPRINGS	112068015	11/30/2020	11/30-12/27 ADVERTISING: CO	1,000.00
				112079637	12/21/2020	12/21-1/17 ADVERTISING: CO	2,500.00
				112087639	12/28/2020	POSTERFLEX VINYL	900.00
				112098503	12/28/2020	12/28-1/24 ADVERTISING: CO	1,200.00
				112068014	11/23/2020	11/23-12/20 ADVERTISING: CO	2,500.00
110091	2/10/2021	24250	LEAGUE OF CALIFORNIA CITI	640605	1/1/2021	2021 MEMBERSHIP DUES	15,997.00
110092	2/10/2021	49857	MANPOWER US INC.	35150407	7/26/2020	WE 7/26: RAMIREZ	744.00
110093	2/10/2021	49901	MARRON, LOURDES	Edu Reimb	1/6/2021	FY20/21 EDUCATION REIMBU	2,720.59
110094	2/10/2021	25900	MEREDITH & SIMPSON CONS	211240	12/21/2020	INSTLL'D ETHERNET, RPLC'E	894.61
				211243	12/28/2020	RMV'D ALARM FLOOD FXTR,	1,262.06
				210120	1/13/2021	RPR'D MICRO 2000 NETWOR	459.00
				210108	1/5/2021	INSTLL'D BATTERIES, RLCT'E	1,897.84
				210136	1/19/2021	TRBLSHT GAS METER MOTO	642.00
							731.43
							33,032.76
							298.24
							19,502.50
							8,100.00
							15,997.00
							744.00
							2,720.59
							5,155.51

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110095	2/10/2021	51579	METLIFE- GROUP BENEFITS Feb2021	1/15/2021	FEB2021 DENTAL/VISION/LIFI	12,356.84	12,356.84
110096	2/10/2021	51633	MISCOWATER 15564SW	1/13/2021	WALL TUBING METER BOX	616.27	616.27
110097	2/10/2021	45197	MSA CONSULTING, INC. 2625.001-03	11/30/2020	PE11/28 HOUSING RE-ZONIN	4,162.50	4,162.50
110098	2/10/2021	54055	NANCY & ELIASIB BACILIO Turf Rbt	1/19/2021	TURF REMOVAL REBATE- PR	2,688.00	2,688.00
110099	2/10/2021	53105	NATIONAL MAIN STREET CEN3578	1/19/2020	2021 CAMSA MBRSHIP DUES	1,675.00	1,675.00
110100	2/10/2021	43970	ORAWAY ENGINEERING INC. 1040	1/7/2021	RPR'D BAR SCREEN @ SANI	4,250.00	
			1038	1/7/2021	RMVD/INSTLL'D BAR SCREEI	4,500.00	8,750.00
110101	2/10/2021	47192	O'REILLY AUTO PARTS 2855-289655	1/7/2021	DRIP TRAY	11.95	
			2855-293190	1/19/2021	LUBRICANT & WIPER BLADE:	46.53	
			2855-261513	10/7/2020	SIDE MOUNT B	2,955.50	
			2855-264129	10/15/2020	SIDE MOUNT B	-1,773.30	
			2855-288609	1/4/2021	GPOWER PLUG	26.03	
			2855-293147	1/19/2021	TPMS SENSOR	46.48	
			2855-293601	1/20/2021	BATTERY	104.11	
			2855-293600	1/20/2021	TERMINAL	18.77	
			2855-295046	1/25/2021	SHIFT TUBE & AD ACTUATOR	89.31	
			2855-295857	1/27/2021	BRAKE MODULE	582.58	
			2855-295860	1/27/2021	PLSTC FLR MT	72.31	
			2855-295704	1/27/2021	BATTERY	111.77	
			2855-288901	1/5/2021	IGNITION COIL	77.20	
			2855-289254	1/6/2021	FUEL INJ, DISC PAD SET & M,	429.42	
			2855-289275	1/6/2021	TIRE TUBE	10.32	2,808.98
110102	2/10/2021	53427	PASTION INDUSTRIES, INC. 033754	12/28/2020	JA-MA2021 FIRE ALARM/RAD	195.00	195.00
110103	2/10/2021	49989	PAUL ASSOCIATES 85092	12/15/2020	BUSINESS CARDS: R. HUERT	93.42	93.42
110104	2/10/2021	02028	PETE'S ROAD SERVICE, INC. 470963-00	1/21/2021	FLAT REPAIR	27.11	27.11
110105	2/10/2021	53198	PROACTIVE ENGINEERING 18160	10/7/2020	PE9/30 STORMWATER MASTI	25,277.50	
			18716	12/19/2020	PE11/30 STORMWATER MAS	21,586.50	46,864.00
110106	2/10/2021	42759	PROPER SOLUTIONS, INC. 11633	1/22/2021	WE 1/22: A. GONZALEZ	210.00	210.00
110107	2/10/2021	52082	PROWEST PCM, INC. 12 PC	12/31/2020	PE12/31 FIRE STATION REHA	1,980.00	1,980.00
110108	2/10/2021	52344	QUADIENT FINANCE USA, INCCD 1/12/21	1/12/2021	FIN CHRGS	47.22	47.22
110109	2/10/2021	53552	QUENCH USA, INC. INV02864296	12/23/2020	AC D347652, JAN2021 RNTL,	32.63	
			INV02868886	1/4/2021	AC D347648, JAN2021 RNTL,	32.63	65.26
110110	2/10/2021	47318	RECORDERS CHARTS & PEN:118701	12/15/2020	CHESELL PENS	93.96	93.96

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
110111	2/10/2021	53736	RG2 MANAGEMENT LLC	2530	12/18/2020 WE 12/20: R. VALENCIA	720.00	
				2534	1/13/2021 WE 1/10: R. VALENCIA	675.00	
				2536	1/20/2021 WE 1/17: R. VALENCIA	697.50	
				2541	1/26/2021 WE 1/24: R. VALENCIA	540.00	2,632.50
110112	2/10/2021	51785	RMC WATER AND ENVIRONM	27778	12/15/2020 PE11/27 MESQUITE & AMEZC	5,881.25	5,881.25
110113	2/10/2021	50340	ROYAL GYM SERVICES	6039	1/13/2021 JAN2021 PREVENTATIVE MAI	295.00	295.00
110114	2/10/2021	51285	RS INSTRUMENTS & SERVICE	22622	12/27/2020 11/24, 12/17 TRBLSHT/RPR'D	979.02	979.02
110115	2/10/2021	52991	S & D CAR WASH MANAGEME	ARB115785	12/31/2020 DEC2020 CAR WASH SERVIC	188.73	188.73
110116	2/10/2021	51849	SANTA ROSA DEL VALLE	31400	12/14/2020 NOV2020 SVCS: J. HERMOSIL	160.00	160.00
110117	2/10/2021	44581	SIGNARAMA	INV-104151	12/3/2020 ALUMINUM MONUMENT CAP	1,907.18	1,907.18
110118	2/10/2021	47319	SPARKLETTES	9467308 122420	12/24/2020 DEC2020 WATER @ SANITAR	203.52	203.52
110119	2/10/2021	48221	SPECIALTY MOWING SERVICE	1202	1/13/2021 TRIMMED OLEANDER HEDGE	1,560.00	1,560.00
110120	2/10/2021	52595	STAPLES BUSINESS CREDIT	7320321067-0-1	12/14/2020 HP 63 COLOR, HP 63 BLACK I	81.65	
				7320321067-0-2	12/14/2020 DISINFECTANT SPRAY	8.15	
				7319995072-0-1	12/9/2020 AQUA MEDAL DESK, HAND S,	124.25	
				7320520161-0-1	12/16/2020 FILE BOX, WIPES, ETC	100.38	
				7319995072-0-2	12/14/2020 MINT TEA	5.79	320.22
110121	2/10/2021	00582	STATE WATER RESOURCES	(Pymnt 14-MA21	1/27/2021 CWSRF LOAN: C-06-4450-110	1,505,255.69	1,505,255.69
110122	2/10/2021	00102	SUNLINE TRANSIT AGENCY	INV04648	12/3/2020 NOV2020 CNG FUEL	735.12	735.12
110123	2/10/2021	36300	SWRCB FEES	LW-1029650	12/18/2020 #3310007, FY20/21 WTR SYS1	18,361.20	
				SW-0205634	12/8/2020 #7 33M1000212, OT2020-SP21	8,992.00	27,353.20
110124	2/10/2021	52125	TAG/AMS, INC.	2786171	1/8/2021 DEC2020 DRUG TESTING	85.00	85.00
110125	2/10/2021	54054	TALAMANTES, CESAR	12/11 Exps	12/16/2020 REIMB FOR DOOR (CODE EN	163.13	163.13
110126	2/10/2021	48152	TKE ENGINEERING, INC.	2020-811	12/9/2020 OCT2020 AIRPORT BUSINES	177.50	177.50
110127	2/10/2021	38250	TOPS N BARRICADES	1085661	12/16/2020 HIGH-VIZ KNIT LIME BEANIE,	59.16	59.16
110128	2/10/2021	52204	TPX COMMUNICATIONS	139213241-0	1/16/2021 AC33325, 12/16-2/15	7,630.74	7,630.74
110129	2/10/2021	38800	UNDERGROUND SERVICE ALI	1220200113	1/1/2021 DEC2020- 79 NEW TICKETS+I	140.35	
				dsb20197041	1/1/2021 CA STATE FEE FOR REGULA	57.80	198.15
110130	2/10/2021	43751	USA BLUEBOOK	441651	12/9/2020 ACETATE BUFFER SOLUTION	882.44	
				409265	11/4/2020 NITRILE GLOVES	114.75	
				483202	1/25/2021 ACETATE BUFFER SOLUTION	-385.15	
				481175	1/22/2021 E+H RSG35 RECORDER	2,770.75	
				447162	12/15/2020 MAGNETOMATIC PIPE LOCAL	469.18	
				478608	1/20/2021 ACETATE BUFFER SOLUTION	1,002.90	4,854.87

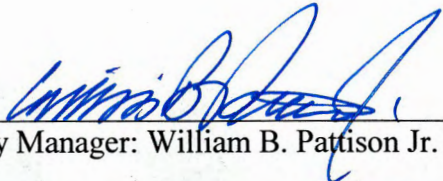
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
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				BW6370967	1/20/2021	CYBER KEYS & TIPS	1,351.22	2,351.22
110132	2/10/2021	53173	VERIZON CONNECT NWF, INC	OSV0000023224	1/1/2021	DEC2020 GPS MONITORING :	1,262.82	1,262.82
110133	2/10/2021	44966	VERIZON WIRELESS	9870263760	1/1/2021	AC371867190-00001, 12/2-1/1	10,594.04	10,594.04
110134	2/10/2021	50629	VINTAGE ASSOCIATES, INC	219302	1/15/2021	JAN2021 LNDSCPE MAINT @	10,845.40	
				219303	1/15/2021	JAN2021 LNDSCPE MAINT @	8,832.00	
				219304	1/15/2021	JAN2021 LNDSCPE MAINT @	4,950.00	
				219310	1/15/2021	JAN2021 LNDSCPE MAINT @	3,850.80	28,478.20
110135	2/10/2021	44775	VISTA PAINT CORPORATION	2020-763018-00	12/9/2020	GLOVES, RAGS, BRUSH, ETC	124.66	124.66
110136	2/10/2021	49778	WEST COAST ARBORIST, INC	168364	12/16/2020	PE12/16 TREE MAINT @ LLMI	364.00	
				168366	12/18/2020	PE12/18 TREE MAINT @ LLMI	52.00	
				168367	12/28/2020	PE12/28 TREE MAINT @ LLMI	208.00	
				168365	12/17/2020	PE12/17 TREE MAINT @ LLMI	2,236.00	2,860.00
110137	2/10/2021	00384	WILLDAN FINANCIAL SERVICE	002-23757	1/6/2021	DEC2020 BLDG & SAFETY SV	5,845.00	5,845.00
Sub total for WELLS FARGO BANK:							3,326,383.87	

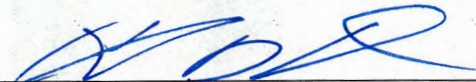
97 checks in this report.

Grand Total All Checks: 3,578,814.85

Date: February 10, 2021



City Manager: William B. Pattison Jr.



Finance Director: Nathan Statham



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1171 amending various provisions of the Coachella Municipal Code regarding Interim Outdoor Commercial Cannabis Cultivation in the City's Agricultural Sector. City-Initiated. (2nd Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1171 to amend various provisions of the Coachella Municipal Code regarding interim outdoor commercial cannabis cultivation in the City's agricultural sectors.

BACKGROUND:

On January 27, 2021 the City Council introduced for first reading, by title only, the attached Ordinance No. 1171 which will amend the City's Municipal Code in order to regulate "interim outdoor cannabis cultivation" uses in the City's agricultural sector located in the geographic area bounded by Avenue 48 on the north, Tyler Street and 86-S Expressway on the west, Avenue 52 on the south, and the All-American Canal on the east. A conditional use permit with a term of years will be required in order to establish one of these new cannabis businesses.

DISCUSSION/ANALYSIS:

Ordinance No. 1171 will allow "interim outdoor commercial cannabis cultivation" uses in the agricultural and remote areas of the City with a conditional use permit and subject to certain property development standards. Additionally, there will be a durational time element for this activity, which effectively terminates the CUP, restricting the use to the sooner of 48 months or the construction of the first phase of development on the site. A covenant may be recorded on the property to put successors in interest on notice of this limitation on the entitlement.

The Planning Commission and City Council both reviewed and approved the draft ordinance and have voted to approve the necessary amendments to the Coachella Municipal Code. The ordinance will amend various provisions of the Zoning Code, and the Cannabis Regulatory Permitting procedures contained in the City's Business Licenses and Regulations Code.

FISCAL IMPACT:

None.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1171.
- 2) Take no action.
- 3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 above.

Attachments: Ordinance No. 1171 – 2nd Reading

ORDINANCE NO. 1171

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE COACHELLA MUNICIPAL CODE REGARDING INTERIM OUTDOOR COMMERCIAL CANNABIS CULTIVATION IN THE CITY'S AGRICULTURAL SECTOR. CITY-INITIATED.

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

WHEREAS, adoption and enforcement of comprehensive zoning regulations and business license regulations lies within the City's police power; and,

WHEREAS, on November 8, 2016, California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), legalizing the use and possession of cannabis and cannabis products by adults aged 21 years and older; and,

WHEREAS, on June 27, 2017, Governor Brown signed into law Senate Bill 94, which created a single regulatory scheme for both medicinal and non-medicinal cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

WHEREAS, MAUCRSA allows local jurisdictions to allow or prohibit the various commercial cannabis activities which are allowed by the State, including outdoor cannabis cultivation; and,

WHEREAS, the proposed Ordinance would amend Title 5 (Business Licenses and Regulations), Chapter 5.68 to (i) allow outdoor commercial cultivation; (ii) provide additional application and operational requirements for outdoor commercial cultivation; and (iii) comply with current City policies and State law; and,

WHEREAS, the proposed Ordinance would also amend Title 17 (Zoning), Chapters 17.10, 17.12, 17.14, and 17.85 to (i) allow outdoor commercial cultivation in certain City zones and subject to certain property development standards, and (ii) comply with current City policies and State law; and,

WHEREAS, the subject Municipal Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, on February 26, 2020 the City Council of the City of Coachella (“City Council”) conducted a study session which included a discussion item on the possibility of allowing outdoor cannabis cultivation uses in the City’s remote agricultural areas bounded by Avenue 48 on the north, Tyler Street on the west, the All-American Canal on the east, and Avenue 52 on the south; and,

WHEREAS, at the February 26, 2020 the City Council provided staff direction to work on a draft ordinance that would allow for “interim agricultural uses” for outdoor cannabis cultivation on properties that are: 1) remotely located and removed from sensitive odor receptors; 2) have land use entitlements for future development but wish to include an interim agricultural use to cultivate cannabis for three to five years prior to construction of the first phase of urban development; and,

WHEREAS, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on December 16, 2020 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance with modifications; and,

WHEREAS, the City Council conducted a properly noticed public hearing on January 27, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

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

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

SECTION 2. Amendment to Coachella Municipal Code. Section 5.68.030 *Regulatory permit required* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text as follows:

“5.68.030 - Regulatory permit required.

Commercial cannabis activity permitted under this chapter includes indoor and interim outdoor cultivation, manufacture (including shared-use facilities), distribution, testing, and non-retail microbusinesses (including possession, processing, storing, and labeling incidental to such activity). Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the legal representative of the persons wishing to operate and/or lease out a facility for commercial cannabis activity shall obtain both a conditional use permit and a regulatory permit from the city manager and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. Regulatory permit requirements for retail cannabis businesses can be found in Chapter 5.69.”

SECTION 3. Amendment to Municipal Code. Section 5.68.040 *Regulatory permit application* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* is hereby amended to include underlined text and delete stricken text as follows:

“5.68.040 - Regulatory permit application.

...

M. A complete and detailed diagram of the proposed premises showing the boundaries of the property and the proposed premises to be permitted, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, doorways, and common or shared entryways, storage areas and exterior lighting. The diagram must show the areas in which all commercial cannabis activity will take place, including but not limited to, limited-access areas. All construction, including but not limited to, buildings, fences, security systems, light blocking apparatuses, signs and outdoor lighting fixtures, shall be designed to blend in with the character of the surrounding area.

N. For cultivation applicants, a detailed water management plan including the proposed water supply, proposed conservation measures, and any water offset requirements; information regarding stormwater control and wastewater discharge; a list of all pesticides, fertilizers, and any other hazardous materials that are expected to be used in the cultivation process; a storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on the cultivator’s site; all power sources proposed to be used.

~~NO.~~ A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. As part of the security plan, a lighting plan is required that shows existing and proposed exterior and interior lighting that will provide adequate security lighting for the commercial cannabis activity and premises. The security plan must be prepared by a qualified professional and include provisions in compliance with the following:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least two hundred forty (240) concurrent hours of digitally recorded documentation in a format approved by the city manager. The cameras shall be in use twenty-four (24) hours per day, seven days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the city manager.

2. The premises shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the city manager that is operated and monitored by a recognized security company, deemed acceptable by the city manager. Any change in the security company shall be subject to the approval of the city manager. All current contact information regarding the security company shall be provided to the city manager.

3. Entrance to the cultivation, manufacturing, and testing areas and any storage areas shall be locked at all times, and under the control of cannabis facility staff.

4. All cannabis shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the cannabis is secured.

5. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the premises during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid security guard card and firearms permit issued by the California Department of Consumer Affairs.

6. A heavy-gauge chain-link (or other material as approved by the ~~city manager~~ planning commission) fence a minimum of eight-feet in height (or as otherwise approved by the city manager) shall be constructed around the perimeter of the premises to prevent public access and obscure the cannabis cultivation facility from public view. Screening can include landscaping or vinyl slats, as permitted by law enforcement.

Ø P. An odor control plan that describes the air treatment system or other methods that will be implemented to prevent odors generated by the commercial cannabis activity from being detected outside the building(s) on the premises. This section is not intended to prohibit the use of Polyethylene Plastic Film, Polycarbonate Sheeting, and Shade Cloth Fabrics for use in temporary greenhouses and temporary hoop houses as part of an approved “interim outdoor cannabis cultivation uses” allowed under Title 17.

P Q. A comprehensive business operations plan that includes the following:

1. Business plan. A plan describing how the commercial cannabis activity business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the premises, if applicable.

2. Community relations plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.

3. Neighborhood responsibility plan. A plan addressing any adverse impacts of the proposed commercial cannabis activity on the surrounding area.

4. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the commercial cannabis activity.

5. Budget. A copy of the applicant's most recent annual budget for operations.

Q R. The name and address of the owner and lessor of the real property upon which the commercial cannabis activity is to be operated. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a commercial cannabis activity will be operated on his or her property.

R S. Authorization for the city manager to seek verification of the information contained within the application.

S T. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

¶ U. A full and complete copy of the applicant's most current application submitted to and approved by the applicable state licensing authority.

¶ V. Any such additional and further information as is deemed necessary by the city manager to administer this chapter.”

SECTION 4. Amendment to Coachella Municipal Code. Section 5.68.130 *Operating standards* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text and delete stricken text as follows:

“5.68.130 - Operating standards.

A. Indoor cultivation~~only~~. An indoor cultivation permittee shall only cultivate cannabis in a fully enclosed and secure building. An indoor cultivation permittee shall not allow cannabis or cannabis products on the premises to be visible from the public right of way, the unsecured areas surrounding the buildings on the premises, or the premises’ main entrance and lobby.

B. Interim Outdoor Cultivation. Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum twenty-foot (20 ft.) setback with an opaque fencing material to screen the outdoor cannabis grow areas from view to the public streets. All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all times, except for during times of active ingress and egress. Outdoor lighting shall be used for the purpose of illumination only. Outdoor lighting shall not be located within the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth. Temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.

~~B~~ C. Odor control. A permittee shall comply with the odor control plan that is submitted during the application process and approved by the city manager. Commercial cannabis activity premises shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the building(s) that is distinctive to its operation is not detected outside the premises, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the commercial cannabis activity. As such, applicants must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
2. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

3. Should compliance with the odor control plan fail to properly control odor, the city manager may impose additional or modified plan restrictions.

C.D. ‘Track and trace’. Commercial cannabis activity businesses shall have an electronic ‘track and trace’ system that produces historical transactional data for review by the city manager for auditing purposes.

D.E. Records. A commercial cannabis activity business shall maintain the following records in printed format for at least three years on the premises and shall produce them to the city within twenty-four (24) hours after receipt of the city's request:

1. The name, address, and telephone numbers of the owner and landlord of the property.

2. The name, date of birth, address, and telephone number of each manager and staff of the commercial cannabis activity business; the date each was hired; and the nature of each manager’s and staff’s participation in the business.

3. A written accounting of all income and expenditures of the commercial cannabis activity business, including, but not limited to, cash and in-kind transactions.

4. A copy of the commercial cannabis activity business’ commercial general liability insurance policy and all other insurance policies related to the operation of the business.

5. A copy of the commercial cannabis activity business’ most recent year’s financial statement and tax return.

6. An inventory record documenting the dates and amounts of cannabis received at the premises, the daily amounts of cannabis on the premises, and the daily amounts of cannabis transported from the premises.

A commercial cannabis activity business shall report any loss, damage, or destruction of these records to the city manager within twenty-four (24) hours of the loss, damage, or destruction.

E.F. Security. A permittee shall comply with the security plan that is submitted during the application process as approved by the city manager. A permittee shall report to the Coachella Police Department all criminal activity occurring on the premises. Should compliance with the security plan fail to properly secure the commercial cannabis activity premises, the city manager may impose additional or modified plan restrictions.

F.G. Retail sales prohibited. No person shall conduct any retail sales of any good or services on or from a permitted commercial cannabis activity premises that is regulated under this chapter.

~~G.H.~~ Cannabis consumption prohibited. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty (20) feet of, a commercial cannabis activity premises regulated under this chapter.

~~H.I.~~ Alcohol prohibited. No person shall possess, consume, or store any alcoholic beverage on any commercial cannabis activity premises.

~~I.J.~~ Juveniles prohibited. No one under the age of eighteen (18) shall be on the commercial cannabis activity premises or operate a commercial cannabis activity in any capacity, including, but not limited to, as a manager, staff, employee, contractor, or volunteer.”

SECTION 5. Amendment to Municipal Code. Section 17.10.020 *Permitted uses* of Chapter 17.10 *A-R Agricultural Reserve Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.10.020 - Permitted uses.

The following uses are permitted in the A-R zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-R zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public parks;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Reserved;
5. Reserved;
6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;
7. Dairy farms;
8. Kennels;
9. Animal raising, commercial; small animals, such as poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;

10. Reserved;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 6. Amendment to Municipal Code. Section 17.12.020 *Permitted uses* of Chapter 17.12 *A-T Agricultural Transition Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.12.020 - Permitted uses.

The following uses are permitted in the A-T zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-T zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public and private parks; golf courses; swimming, polo and country clubs;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred feet of the boundary of any R-S or RM;
5. Borrow pits, gravel pits, and other recovery of natural mineral resources;
6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;
7. Dairy farms;
8. Kennels;

9. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;
10. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and,
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 7. Amendment to Municipal Code. Section 17.14.020 *Permitted uses* of Chapter 17.14 *R-E Residential Estate Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.14.020 - Permitted uses.

The following uses are permitted in the R-E zone subject to all provisions of this chapter.

...

C. Conditional Uses. The following uses may be permitted in the RE zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Clubs and lodges, private, nonprofit when site fronting on an arterial street;
2. Public and private golf courses; ~~and~~
3. School, private, nonprofit; and,
4. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 8. Amendment to the Coachella Municipal Code. Section 17.85.030 *Commercial cannabis activity permitted* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.85.030 - Commercial cannabis activity permitted.

Commercial cannabis activity permitted under this chapter includes indoor cultivation, interim outdoor cultivation, manufacture (including shared-use facilities), distribution, ~~and~~ testing, and non-retail microbusinesses (including possession, processing, storing, and labeling incidental to such activity). Prior to engaging in any such commercial cannabis activity in the city, one must obtain either a development agreement or conditional use permit (CUP), and a regulatory permit as required by this code, subject to the provisions of the CUA, MMP, MAUCRSA, and any other state laws pertaining to cannabis.”

SECTION 9. Amendment to the Coachella Municipal Code. Section 17.85.040 *Conditional use permit or development agreement required* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows:

“17.85.040 - Conditional use permit or development agreement required.

Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the applicant shall obtain a validly issued CUP as provided in Chapter 17.74 entitled “Conditional Uses” of this municipal code or enter into a fully executed development agreement agreed to by the city council. If any provision of this chapter conflicts with any provision of Chapter 17.74 of this code, the provision in this chapter shall control. An applicant must obtain a separate CUP for each commercial cannabis activity the applicant wishes to operate. Separate CUPs may be issued for indoor cannabis cultivation versus interim outdoor cannabis cultivation. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain an indoor cultivation, interim outdoor cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which shall include a reference to the approved CUP.”

SECTION 10. Amendment to the Coachella Municipal Code. Section 17.85.050 *Commercial cannabis activity—Permitted locations and standards* of Chapter 17.85 *Commercial Cannabis Activity* is hereby deleted in its entirety and amended to include the underlined text as follows:

17.85.050 - Commercial cannabis activity—Permitted locations and standards.

A. Indoor commercial cultivation, manufacturing, testing laboratory, and distribution activities.

1. Location. Permitted uses be located in any wrecking yard zone (M-W) or manufacturing service - industrial park overlay zone (IP) in the city, upon issuance of a CUP and a regulatory permit.

2. Property development standards.

(a) In M-W zone – Permitted uses should be restricted to a site having a minimum of five (5) acres in size, with a minimum paved street frontage of two hundred fifty (250) feet. Permitted uses may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A CUP to develop a new stand-alone commercial cannabis activity facility or a multi-tenant facility within a minimum site area of five acres may be pursued.

(b) In MS-IP Overlay zone – Permitted uses should be restricted to sites having a minimum project area of ten (10) acres and a minimum lot size or grouping of lots of at least five (5) acres.

3. Indoor only. All uses shall be conducted only in the interior of enclosed structures, facilities, and buildings. All indoor cultivation operations, including all cannabis plants, at any stage of growth, shall not be visible from the exterior of any structure, facility or building containing cultivation. All indoor cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor manufacturing, testing, and processing are prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

4. Odor control. Uses shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all commercial cannabis activities that cause such odors.

B. Interim outdoor commercial cannabis cultivation.

1. Location. Interim outdoor commercial cannabis cultivation be located in any agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone that is located within the geographic area bounded by Avenue 48 on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway on the west, upon issuance of a CUP and a regulatory permit.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:

(a) shall be located on a site having a minimum of one (1) acre in size.

b) shall have a maximum canopy size equal to the lesser of two (2) acres or the maximum size authorized by the State license for that business.

(c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

3. Distance Restrictions. No interim outdoor commercial cannabis cultivation shall be located within:

(a) five hundred (500) feet of another interim outdoor commercial cannabis cultivation use.

(b) one thousand (1,000) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between the property line containing the interim outdoor commercial cannabis cultivation use to any lot line of the other use. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers. "Youth center" means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to,

private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

C. Indoor commercial cannabis activity must be served by municipal water and sewer services. Interim outdoor cannabis cultivation uses need only be served by a private water well or municipal water.

D. Commercial cannabis activity shall be located a minimum distance of six hundred (600) feet away from any residentially-zoned lot. The distance shall be measured at the nearest point between property lines containing the commercial cannabis use and any lot line of the residential use.

E. Testing laboratories may be located in the general commercial (C-G) zone in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty-foot paved street frontage requirement in subsections (A)(2)(a) and (A)(2)(b) of this section.”

SECTION 11. Amendment to the Coachella Municipal Code. Section 17.85.090 *Commercial cannabis cultivation, manufacturing, testing, processing—Interior only* of Chapter 17.85 *Commercial Cannabis Activity* is hereby removed and reserved. The text from this Section has been added to Section 17.85.050. The Municipal Code text shall read as follows:

“17.85.090 – [RESERVED] ~~Commercial cannabis cultivation, manufacturing, testing, processing—Interior only.”~~

SECTION 12. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 13. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 15. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof,

cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1171 was duly and regularly introduced at a meeting of the City Council on the 27th day of January, and that thereafter the said ordinance amendment was duly passed and adopted on February 10, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Carlos Campos, Best Best & Krieger LLP, City Attorney

SUBJECT: Ordinance No. 1172 Regarding Commission and Committee Appointments
(*Second Reading*)

RECOMMENDATION:

Approval of Ordinance No. 1172, an Ordinance of the City Council of the City of Coachella, California, Regarding City Commission and Committee Appointments.

BACKGROUND/DISCUSSION:

1. Summary

The proposed Ordinance, while complying with Government Code section 40605, would allow each council member to nominate an individual to each commission or committee, subject to mayoral appointment and approval of the city council.

2. Appointment Procedure and Terms

The proposed Ordinance provides that each council member may nominate one individual to serve on each city commission and committee subject to appointment by the mayor, with approval by the city council. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.

If there is an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.

Terms will continue to be four years or less, but they will correspond with the nominating council member's term. Each commissioner's term will continue for the nominating council member's term and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

FISCAL IMPACT:

None anticipated.

ATTACHMENT:

1. Ordinance No. 1172, an Ordinance of the City Council of the City of Coachella, California, Regarding City Commission and Committee Appointments

ORDINANCE NO. 1172

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, REGARDING CITY COMMISSION AND COMMITTEE APPOINTMENTS.

THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.26 *Commission Member Requirements*, Section 2.26.020 is hereby amended as follows:

“2.26.020 - Appointment.

- A. The number of members on each commission shall be set by the city council.
- B. Unless otherwise provided in this code or by other law, each council member may nominate an individual to serve on each city commission and committee subject to appointments by the mayor, with approval by the city council, at open session of a regular or special city council meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.
- C. Members of the city council may be appointed by the majority of the city council to be nonvoting, ex-official members of a commission.
- D. In the event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.”

SECTION 2. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.26 *Commission Member Requirements*, Section 2.26.040 is hereby amended as follows:

“2.26.040 - Term.

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

SECTION 3. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.28 *Parks and Recreation Commission*, is hereby amended as follows:

“Chapter 2.28 - PARKS AND RECREATION COMMISSION

2.28.010 - Powers and duties.

There shall be a parks and recreation commission consisting of five members and one alternate member; all members shall be adults. Their duties shall include:

1. Act in an advisory capacity to the city council in all matters pertaining to parks and recreation.
2. Promote and stimulate interest in recreational programs.
3. Recommend policies for improving parks and playgrounds.
4. To consider, advise and make recommendations to the city council relative to:
 - a. Methods and policies for the acquisition, planning, development and improvement of public recreation facilities, including parks, playgrounds and special use facilities and including the selection of contract consultants for the implementation of such activities;
 - b. Permits, fees and charges to be made for recreation programs and for the use of public recreation facilities, including parks, playgrounds, and special use facilities;
 - c. Rules and regulations for the use of existing public recreation facilities, including parks, playgrounds and special use facilities, with an emphasis on equal opportunity of use and on minimizing adverse environmental impacts.
5. The city council shall respect the responsibilities of the commission and, accordingly, will endeavor, in good faith, to refer matters pertaining to parks and recreation to the commission for advice and recommendations. Notwithstanding the forgoing, nothing in this code shall prohibit the city council from acting on urgent or other matters without referring the same to the commission.

2.28.020 – Organization and procedure.

The parks and recreation commission shall follow the provisions in Chapter 2.26.

SECTION 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or

more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 7. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No 1172 was duly and regularly introduced at a meeting of the City Council on the 27th day of January 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 10th day of February 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Carlos Campos, Best Best & Krieger LLP, City Attorney

SUBJECT: Ordinance No. 1173, Regarding Establishment of Cultural and Arts Commission
(*Second Reading*)

RECOMMENDATION:

Approval of Ordinance No. 1173, an Ordinance of the City Council of the City of Coachella, California, Establishing the Cultural and Arts Commission.

BACKGROUND/DISCUSSION:

The proposed Ordinance would rename the Public Arts Commission the Cultural and Arts Commission and make it a stand-alone commission separate from the Planning Commission. Currently, the Planning Commission serves as the Public Arts Commission and holds both meetings on the same date and time. Moreover, the Cultural and Arts Commission would follow the general appointment and meeting procedures set forth in Chapter 2.26.

FISCAL IMPACT:

None anticipated.

ATTACHMENTS:

1. Ordinance No. 1173, an Ordinance of the City Council of the City of Coachella, California, Establishing the Cultural and Arts Commission.

ORDINANCE NO. 1173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ESTABLISHING THE CULTURAL AND ARTS COMMISSION.

THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Coachella Municipal Code. Coachella Municipal Code Chapter 2.68 *Public Arts Commission* is hereby amended as follows:

“Chapter 2.68 - CULTURAL AND ARTS COMMISSION

2.68.010 - Necessity and purpose.

A. Necessity Declared. It is hereby found and declared that there is a need for a cultural and arts commission within the city.

B. Purpose. The purpose of the cultural and arts commission shall be to act in an advisory capacity to the city council on matters pertaining to the enrichment of the community through fine arts, visual arts, performing arts, arts education, historic preservation and cultural issues; to serve as an advocate for cultural activities and programs within the city; to implement the city’s art in public places program, and to encourage the integration of cultural affairs into the social and economic fabric of the city to improve the quality of life for city residents.

2.68.020 - Organization and procedure.

The cultural and arts commission shall follow the provisions in Chapter 2.26.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

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

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Amendment to Ordinance No 1173 was duly and regularly introduced at a meeting of the City Council on the 27th day of January 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 10th day of February 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Carlos Campos, Best Bet & Krieger LLP, City Attorney

SUBJECT: Resolution No. 2021-12, Establishing Member Appointment Procedure for Utility Users Tax Citizen Oversight Committee

RECOMMENDATION:

Adopt Resolution No. 2021-12 A Resolution of the City Council of the City of Coachella, California, Establishing the Utility Users Tax Citizen Oversight Committee Appointment Procedure

BACKGROUND:

On June 8, 2010, voters in the City of Coachella approved Measure I, an ordinance approving a five percent (5%) utility users tax (the “Ordinance”). Section 1 of the Ordinance added Chapter 4.30 *Utility Users Tax* to the Coachella Municipal Code, which establishes a five-member citizens oversight committee of members appointed by the City Council. The citizens oversight committee annually reviews revenues and expenditures from the utility users taxes and presents its findings to the City Council for review. The Ordinance does not explicitly lay out an appointment procedure for committee members.

DISCUSSION:

The proposed Resolution lays out an appointment procedure that would mirror the City’s general appointment procedure for other committees and commissions where each city council member nominates a committee member, subject to appointment by the mayor and approval by the city council as a whole. While the Ordinance language may not be amended without voter approval, general guidelines and procedures that do not conflict with the Ordinance may be established by resolution.

The proposed Resolution provides the appointment procedure for the UUT Citizen Oversight Committee as follows:

A. **Nomination and Appointment.** Each city council member may nominate an individual to serve on the UUT Citizen Oversight Committee (“committee”), subject to appointment by the mayor, with approval by city council, at an open session of a regular or special city council

meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.

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

C. **Interim vacancies.** In the event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.

FISCAL IMPACT:

None anticipated.

ATTACHMENTS:

1. Resolution No. 2021-12, a Resolution of the City Council of the City of Coachella, California, Establishing the Utility Users Tax Citizen Oversight Committee Appointment Procedure.

RESOLUTION NO. 2021-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ESTABLISHING THE UTILITY USERS TAX CITIZEN OVERSIGHT COMMITTEE APPOINTMENT PROCEDURE

WHEREAS, on June 8, 2010, voters in the City of Coachella approved Measure I, an ordinance approving a five percent (5%) utility users tax (the “Ordinance”); and

WHEREAS, Section 1 of the Ordinance added Chapter 4.30 *Utility Users Tax* to the Coachella Municipal Code, which establishes a five-member citizens oversight committee of members appointed by the City Council. The citizens oversight committee annually reviews revenues and expenditures from the utility users taxes and presents its findings to the City Council for review; and

WHEREAS, the City Council desires to establish an appointment procedure for committee membership.

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

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

SECTION 2. Appointment Procedure for Utility Users Tax (“UUT”) Citizen Oversight Committee. The procedure for appointments to the UUT Citizen Oversight Committee shall be as follows:

A. Each city council member may nominate an individual to serve on the UUT Citizen Oversight Committee (“committee”), subject to appointment by the mayor, with approval by city council, at an open session of a regular or special city council meeting. If a council member fails to nominate an individual, the mayor may appoint someone with approval by the city council.

B. Members of the committee shall be appointed for four year terms or less. The term of each committee member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make a new nomination or may choose to re-nominate the council member’s previous nominee.

C. In the event of an interim vacancy, the council member who nominated the vacating member may nominate another individual, subject to appointment by the mayor with approval by the city council, for the unexpired term of the member replaced.

SECTION 3. CEQA. The City Council hereby finds and determines that this Resolution relates to organizational or administrative activities of governments that will not result

in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-12 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2021-09 Authorizing the City Manager to Pledge Support on Behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity Initiative

STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2021-09 authorizing the City Manager to pledge support on behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity initiative. Lift to Rise is seeking a pledge from all 10 local jurisdictions and dozens of other partners in order to help attract and leverage regional investment in affordable housing and economic opportunity.

BACKGROUND:

Lift to Rise is a local nonprofit organization focused on making collective impact for all Coachella Valley families in the areas of housing and economic opportunity as they consider those pillars as fundamental in helping people live healthy, stable and thriving lives. The work undertaken by Lift to Rise consists in bringing together community and institutional leaders to collaboratively solve the underlying causes of poverty and inequality in the region.

DISCUSSION/ANALYSIS:

Through the Lift to Rise “We Will Lift: Regional Pledge for Housing and Economic Opportunity” initiative, Lift to Rise is seeking commitments from cities throughout the Coachella Valley to further advance its work with building 2,000 units of affordable housing in the next two (2) years, advance a community-valued pipeline of affordable housing, help implement affordable housing policies, secure financial investment in affordable housing, and build pathways to economic mobility in the region for residents experiencing poverty.

Additionally, Lift to Rise obtained a letter of endorsement from the City of Coachella on November 12, 2020 requesting that the Governor consider making a \$25 million-dollar investment in “loss reserve” or risk capital from the State to fund the Lift to Rise Coachella Valley Housing Catalyst Fund. This Fund intends to indirectly fund Early Care and Education, Farmworker Housing and Safe Drinking Water through the development of affordable housing.

By taking the pledge, the City of Coachella will communicate its support for this shared, concrete, and forward-thinking plan. The Pledge requests that a representative from the City is assigned to work with the Housing Collaborative Action Network (CAN) to align policies, practices, and resources in a way that advances this plan, recognizing the following opportunities for alignment:

- Utilizing the expertise of Lift to Rise to provide technical assistance to support the implementation of the CAN's priorities;
- Contributing detailed and up-to-date, publicly-available information on affordable housing projects and development opportunities to the shared pipeline of projects;
- Complying fully with all state and federal housing rules/requirements;
- Providing opportunities and/or incentives for (and not unduly constrain) affordable housing development in the community;
- Advancing pro-affordable-housing policies in all Coachella Valley communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs;
- Collaborate with other jurisdictions and agencies to align policy and remove barriers to affordable housing;
- Coordinate and align funding opportunities with the Housing Regional Fund to advance unit production;
- Express support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).

ALTERNATIVES:

1. Adopt Resolution No. 2021-09 Authorizing the City Manager to Pledge Support on Behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity Initiative
2. Not Adopt Resolution No. 2021-09 Authorizing the City Manager to Pledge Support on Behalf of the City of Coachella for the Lift to Rise We Will Lift: Regional Housing and Economic Opportunity Initiative

FISCAL IMPACT:

By pledging its support, the City of Coachella is committing to coordinating funding opportunities with the Lift to Rise Regional Housing Catalyst Fund. Lift to Rise is also requesting that a representative from the City of Coachella is assigned to work with their Housing CAN. Their Housing CAN meetings last approximately 1.5 hours and take place once a month. Currently, the Development Services Director attends these meetings.

ATTACHMENTS:

1. Resolution No. 2021-09
2. Endorsement Letter to Governor
3. Pledge
4. Housing Catalyst Fund



November 12, 2020

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

Dear Governor Newsom:

I'm writing on behalf of the City of Coachella to express my strong support for the Coachella Valley Housing Catalyst Fund, a dynamic multi-sectoral investment solution led by our regional housing collaborative, Lift To Rise. We strongly support Lift To Rise's request for the State to allocate \$25 million towards the establishment of a loan loss reserve for the fund. Like the State's previous investment in the Golden State Acquisition Fund (GSAF), this capital magnetizes public, private and philanthropic resources to immediately catalyze the production of more than 2,000 units of housing across the next two years. By inducing significant investment to the region, the fund creates a permanent investment vehicle that allows for a sustained increase in production over time.

The Coachella Valley's fragile tourism-based economy has created severe wealth inequity with few investment vehicles to address this reality and no infrastructure to respond to economic shocks. Pre-COVID nearly two-thirds of renters in the Coachella Valley were rent burdened (a number which has exponentially grown across the past 6 months) and more than half of our residents lived at the edge of financial precarity. Over the past decade, the cost of living in the Coachella Valley has increased at a faster rate than household incomes, such that in 2018, 29% of renter households were paying more than half of their monthly incomes on rent. The State has communicated a commitment to breaking the patterns of disinvestment that disproportionately impact non-coastal communities in our Inland Regions. We, too, believe that housing is central to solving many of our most pressing problems.

Lift To Rise has worked for three years with 50+ community partners, including the City of Coachella to lay the groundwork for investment, policy and pipeline solutions that will effect real population-level change. Together we have a shared goal of reducing rent-burden by 30% by the year 2028 by dramatically increasing affordable housing production, shifting the focus from a project-by-project approach to a Valley-wide, 10-year pipeline production strategy with annual benchmarks. These efforts will reduce the rent burden faced by nearly 10,000 households, improving the quality of life for thousands of families and children.

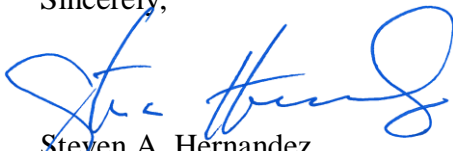
Lift to Rise and its network of stakeholders have assembled a pipeline of real, investable projects delivering more than 2,000 affordable housing units and bringing over \$800 million in total

Page two
Governor Newsom
November 12, 2020

investment to the region. A \$25 million investment in “loss reserve” or risk capital from the State would catalyze more than \$100 million in private and philanthropic investments from Community Development Finance Institutions, foundations, local cities, and other investors. Our municipalities are actively working together to make this work possible and we ask that the State support our shared regional effort to realize real and immediate housing results.

The allocation of \$25 million from the State will create a new paradigm for housing development and generates important lessons for addressing affordability at scale. We are deeply appreciative of your bold leadership on this issue and your continued interest in addressing inequity across inland regions. Please do not hesitate to contact me with any questions. We are extremely grateful for the opportunity to write to you about this investment opportunity.

Sincerely,



Steven A. Hernandez
Mayor

cc: California State Treasurer Fiona Ma
State Treasurer's Office

Gustavo Velasquez
Executive Director, California Department of Housing and Community Development

Assembly Member Eduardo Garcia
California Assembly District 56

Assembly Member Chad Mayes
California Assembly District

WE WILL LIFT

REGIONAL PLEDGE FOR HOUSING AND OPPORTUNITY

Lift to Rise seeks to radically change the trajectory of opportunity and affordability in the Coachella Valley. Transforming our community into a place of opportunity for everyone requires changing the policies and practices that affect how investment flows throughout our region to ensure every Coachella Valley family has safe and affordable housing, and stable and satisfying employment with opportunities to thrive.

COVID-19 has had a devastating impact on the economic well-being of families in the Coachella Valley. Unemployment and sudden losses in household income have worsened conditions for many families in a region where incomes were already on the decline. The lack of affordable housing in the region is exacerbating a growing economic and quality-of-life divide fueled by the alarming rise of rent burden—a marginalizing phenomenon reshaping resident quality of life and opportunity across our region.



Pre-COVID, **one in two individuals** earned at or below 200% of the federal poverty line.



Wages are half of what they need to be to afford the Fair Market Rent for a two-bedroom apartment.



More than half of renters are housing cost burdened and **one third of renters pay more than half** of their monthly incomes on rent.







People of color face higher rates of rent-burden, eviction, and are more likely to experience homelessness.

We must address the underlying causes and consequences of housing and economic instability in the Coachella Valley, and the time to do so is now. Lift to Rise has an ambitious [Action Plan](#) that uplifts our region's story, builds local strength, and catalyzes change.

We stand with Lift to Rise and pledge our support for a shared, concrete, and forward-thinking plan.

This plan will:

 <p>1. Advance a community-valued pipeline of investable projects that will result in 2,000 units of affordable housing in the next two years.</p>	 <p>2. Work with city, county, and state governments to implement affordable housing-friendly policies that will facilitate the planning, approval, and construction of affordable housing units in the shared pipeline.</p>	 <p>3. Drive a regional investment vehicle to invest in and catalyze the development of affordable housing across the region.</p>	 <p>4. Build pathways to economic mobility and security for residents experiencing poverty.</p>
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As public and private organizations, we will assign a representative to align our policies, practices, and resources in a way that advances this plan.

As community members, we will shape the ongoing development and implementation of this plan and hold ourselves and partners accountable to realizing community priorities.

Pledge Partner Contributions:

<p>Government Agencies</p>	<p>As government agencies we recognize the following opportunities to align with and support priorities of the CAN:</p> <ul style="list-style-type: none"> • Use our expertise to provide technical assistance to support the implementation of the CAN's priorities. • Contribute detailed and up-to-date, publicly-available information on affordable housing projects and development opportunities to the shared pipeline of projects. • Comply fully with all state and federal housing rules/requirements. • Provide opportunities for (and not unduly constrain) affordable housing development in our community. • Advance pro-affordable-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Collaborate with other jurisdictions and agencies to align policy and remove barriers to affordable housing. • Coordinate and align funding opportunities with the regional fund to advance unit production. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).
<p>Developers</p>	<p>As developers we recognize the following opportunities to align with and support the priorities of the CAN:</p> <ul style="list-style-type: none"> • Use our expertise to provide technical assistance to support the implementation of the CAN's priorities. • Contribute detailed and up-to-date information on affordable housing projects and development opportunities to the shared pipeline of projects. • Publicly voice our support for projects in the shared pipeline. • Identify barriers in the regulatory environment and work to craft solutions. • Advocate for pro-affordable-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Hold our elected leaders accountable to promoting the creation of more affordable housing. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).
<p>Funders/ Banks/ Foundations</p>	<p>As funders/foundations we recognize the following opportunities to align with and support the priorities of the CAN:</p> <ul style="list-style-type: none"> • Use our expertise to provide technical assistance to support the implementation of the CAN's priorities. • Publicly voice our support of the development of projects in the shared pipeline. • Advocate for pro-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Hold our elected leaders accountable to promoting the creation of more affordable housing. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support). • Coordinate and align funding opportunities to advance unit production.
<p>Private Sector</p>	<p>As private organizations we recognize the following opportunities to align with and support the priorities of the CAN:</p> <ul style="list-style-type: none"> • Use our expertise to provide technical assistance to support the implementation of the CAN's priorities. • Publicly voice our support for projects in the shared pipeline. • Advocate for pro-affordable-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Hold our elected leaders accountable to promoting the creation of more affordable housing. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).
<p>Other CBOs</p>	<p>As community-based organizations we recognize the following opportunities to align with and support the priorities of the CAN:</p> <ul style="list-style-type: none"> • Use our expertise to provide technical assistance to support the implementation of the CAN's priorities. • Publicly voice our support of the development of projects in the shared pipeline. • Advocate for pro-affordable-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Hold our elected leaders accountable to promoting the creation of more affordable housing. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).
<p>Residents</p>	<p>As residents we recognize the following opportunities to align with and support the priorities of the CAN:</p> <ul style="list-style-type: none"> • Join and/or support the Resident Leadership Table. • Participate in community meetings convened by the resident leadership table. • Publicly voice our support of the development of projects in the shared pipeline. • Advocate for pro-affordable-housing policies in our communities, including those that prioritize favorable zoning and land use, decrease production timeframes, and reduce construction and development costs. • Hold our elected leaders accountable to promoting the creation of more affordable housing. • Express our support of the Coachella Valley Housing Catalyst Fund and investments proposals (i.e. letter of support).

Memo regarding the State Budget Proposal for the Lift to Rise Coachella Valley Housing Catalyst Fund

Over the last several years, the State of California has allocated close to \$10 billion towards the production of affordable housing, but Inland California has struggled to benefit from the State's resources at the same level as its coastal counterparts.

In the Coachella Valley, a group of 50+ stakeholders has come together with a plan to reverse this. Convened by Lift to Rise in partnership with Riverside County's Housing Authority, this work presents an immediate opportunity to address housing production at scale.

Lift to Rise has identified a pipeline of nearly 3,000 units of affordable housing with \$100 million in financing gaps that would be fulfilled by an innovative Housing Catalyst Fund. These projects, representing a potential \$750 million in investments in the Coachella Valley, cannot move forward without the flexible, favorably-priced capital which the Fund will assemble. Giving these stalled projects the lift that they need will draw new investment to the Valley and boost its economy as well, at a time of severe economic hardship.

Even more, the Fund builds toward a holistic vision of how to create healthy communities, recognizing that housing is a starting point. The Fund will speak to several of the State's most important priorities with its innovative capital strategy. The priorities include:

- Early Care and Education (ECE) – The Fund will incentivize the production of housing that integrates ECE by doubling the size of planning and predevelopment grants for housing projects that incorporate a plan for early learning services or on-site services. The Fund expects to serve as many as 20,000 children when the full initiative is complete.
- Farmworker housing – The Fund will provide critical farmworker housing by catalyzing the development of Polanco Mobile Home Park housing by offering a loan product catered directly to this product type in its portfolio.
- Clean drinking water, -- By providing funding for Polanco Mobile Home Parks and other projects in Eastern Coachella Valley, the Fund also supports the development of key infrastructure and brings clean water to under-resourced areas of the County.

At present, Lift to Rise has identified six projects from the pipeline, representing over 560 affordable housing units of diverse product types throughout the region that could immediately draw down on the Fund's catalytic capital. Three of these projects incorporate ECE services and/or collocated facilities in their plans. For example, the Oasis Villas project would not only supply 162 units of affordable housing in the unincorporated community of Oasis, but it would also integrate a childcare facility, medical clinic, and grocery store to an area lacking these important amenities.

When fully deployed, the Fund will leverage \$100 million in public, private and philanthropic investments. Local governments have pledged to provide capital subsidies to the housing projects served by the Fund. The County of Riverside has pledged additional housing subsidies in Section 8 housing choice vouchers. All told, this is a widely supported, collaborative effort by residents and public officials in Coachella Valley.

The missing ingredient is \$25 million credit enhancement that will allow Lift to Rise to leverage the full \$100 million required. The State has provided similar resources in the past to the Golden State Acquisition Fund (GSAF), which was also a \$100 million fund. The State's investment can meet the need for credit enhancement to get this fund up and running.

The Fund will be a nationally-recognized example of how residents and partners working together

can solve their own problems. Its innovative commitment to ECE in tandem with housing is a best-in-class approach and will draw attention to California and the Coachella Valley.

Lift to Rise has tapped the Low Income Investment Fund, a nationally recognized Community Development Financial Institution (CDFI), to be the Fund Manager. Not only is LIIF recognized as one of the best CDFIs in the country, but it was one of the first CDFIs to focus on ECE as a part of community development. LIIF has also been working closely with the Governor's Office in supporting the State's "Master Plan for Early Learning and Care". In addition to LIIF, the Rural Community Assistance Corporation (RCAC) will help deploy the Fund's resources.

Lift To Rise is a regional collaboration focused on reducing the number of rent burdened families in the Coachella Valley by radically increasing the supply of affordable housing. Through a community-led process, Lift to Rise established a 10-year goal of producing 10,000 affordable housing units, which would reduce the number of rent burdened families by a third. Their vision is not housing production alone, but housing production paired investments in young children, bold policy reform, pipeline development, and an investment agenda. At the center of this vision is the Coachella Valley Housing Catalyst Fund.

As noted above, Coachella Valley's vision builds off the success of the past. The State of California through GSAF used \$23 million to establish a loan loss reserve funds to leverage \$93 million in a revolving loan pool. To date, the GSAF has deployed \$105 million for 1,500 housing units and 18 projects in the state of California.

Lift to Rise and Riverside County have put nearly three years of effort into laying the groundwork for the Coachella Valley Housing Catalyst Fund and is ready to move. They have conducted a rigorous demand analysis and structured a powerful investment solution that is proven to work.

Investing in housing on a project by project or city by city basis continues to leave regions short. The Fund started first with community voice and heard that affordable housing is the highest priority. It now seeks to attract the capital needed to respond to the community's voice. The State's investment in the Fund will provide an immediate boost to attract and leverage other investments, jump start projects, and serve as a model for the rest of the Country.



RESOLUTION NO. 2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER PLEDGE SUPPORT ON BEHALF OF THE CITY OF COACHELLA FOR THE LIFT TO RISE WE WILL LIFT: REGIONAL HOUSING AND ECONOMIC OPPORTUNITY INITIATIVE

WHEREAS, Lift to Rise is a local nonprofit organization focused on making collective impact for all Coachella Valley families in the areas of housing and economic opportunity as they consider those pillars as fundamental in helping people live healthy, stable and thriving lives. The work undertaken by Lift to Rise consists in bringing together community and institutional leaders to collaboratively solve the underlying causes of poverty and inequality in the region.

WHEREAS, one in two individuals in the Coachella Valley earn at or below 200% of the federal poverty line and wages in the Coachella Valley are half of what they need to be in order to afford the Fair Market Rent for a two-bedroom apartment,

WHEREAS, more than half of Coachella Valley renters are housing cost burdened, or paying more than 30% of their monthly incomes on rent, and one third of renters pay more than half of their monthly incomes on rent,

WHEREAS, people of color in the Coachella Valley face higher rates of rent-burden, eviction, and are more likely to experience homelessness and the COVID-19 pandemic has had a devastating impact on the economic well-being of families in the Coachella Valley,

WHEREAS, Through the Lift to Rise “We Will Lift: Regional Pledge for Housing and Economic Opportunity” initiative, Lift to Rise is seeking commitments from cities throughout the Coachella Valley to further advance its work with building 2,000 units of affordable housing in the next two (2) years, advance a community-valued pipeline of affordable housing, help implement affordable housing policies, secure financial investment in affordable housing, and build pathways to economic mobility in the region for residents experiencing poverty,

NOW, THEREFORE, BE IT RESOLVED, that in order to support and promote housing stability and economic mobility for all residents, the City Council of the City of Coachella hereby pledge support to a shared, concrete, and forward-thinking plan and authorize the City Manager to pledge the City of Coachella’s support by signing the We Will Lift: Regional Pledge for Housing and Opportunity.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-09 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreement to Rudys Electric Co. for the As Needed Electrical Repairs Project No. 121820, in the amount not to exceed \$75,000.

STAFF RECOMMENDATION:

Award maintenance agreement to Rudys Electric Co. for the As Needed Electrical Repairs Project No. 121820, in the amount not to exceed \$75,000.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Electrical Repairs Project No. 121820. This RFP closed on January 14, 2021 and the City received one response. This project was previously published and bid in October/November 2020 and no responses were received.

The RFP was published to select a licensed electrical contractor that can complete repairs to electrical as needed in city buildings, city parks and throughout the Landscape Lighting and Maintenance Districts. Staff has reviewed the response received from Rudys Electric Co. and recommends approval of a maintenance agreement. The agreement as identified in the RFP will have a term commencing February 1, 2021 – June 30, 2022 and not exceed \$75,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the Fiscal Year 2020/2021 Building Maintenance, LLMD, and Park Division Budgets.

Attachment:

Proposed Agreement

As Needed Electrical Repairs Project No. 121820

City of Coachella MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of February, 2021 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and Rudys Electric Co. with its principal place of business at 736 Palm Avenue, Coachella CA 92236 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain electrical maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing electrical repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the As Needed Electrical Repairs Project No 121820 (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Electrical Repair Maintenance services

necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 1, 2021 to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

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

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

3.2.4 City’s Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Rudy G. Reyes or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent

and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

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

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; 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*: **\$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.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 Reporting of Claims. 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.

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy Five Thousand Dollars and Zero Cents (\$75,000.00)**. 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 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor

shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

CONTRACTOR:

RUDYS ELECTRIC Co.

Address: 736 Palm Avenue
Coachella, CA 92236
Attn: Rudy G. Reyes

CITY:

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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

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

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment,

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

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

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

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

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

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

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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

RUDYS ELECTRIC CO.

By: _____
William B. Pattison Jr.,
City Manager

By: _____
Rudy G. Reyes
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

Electrical maintenance and repair services for City parks, City building and Landscape Lighting and Maintenance District properties and improvements in those areas.

EXHIBIT “B”

SCHEDULE OF MAINTENANCE SERVICES

Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:

- a. Emergency Repair: 1 – 2 hours
- b. Non-Emergency Repair: 4 – 5 hours

EXHIBIT "C"
COMPENSATION

LICENSED ELECTRICIAN HOURLY COST -	\$80.00 PER HOUR / \$140.00 PER HOUR (EMERGENCY)
APPRENTICE/HELPER HOURLY COST -	\$60.00 PER HOUR \$90.00 PER HOUR (EMERGENCY)
MATERIAL COST -	15% MARKUP



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – December 2020

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for December of 2020

EXECUTIVE SUMMARY:

On May 13, 2020, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended December 2020. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of December 31, 2020
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2020
CASH ON HAND							
Wells Fargo-General Checking	0.00%	7,887,018.92	91,871.11	-	-	-	7,978,890.03 ①
Wells Fargo-Road Maintenance SB1	0.00%	1,411,805.73	65,922.21	-	-	-	1,477,727.94 ②
Mechanics Bank - Payroll Acct	0.00%	8,100.12	226.17	-	-	-	8,326.29 ③
Mechanics Bank - AG Summit Acct	0.00%	13,562.96	-	-	-	-	13,562.96 ④
Mechanics Bank - Special Gas Tax Acct	0.00%	383,416.76	189,469.02	-	-	-	572,885.78 ⑤
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00 ⑥
Total Cash on Hand		9,707,404.49	347,488.51	-	-	-	10,054,893.00
INVESTMENTS							
State of California - LAIF	0.54%	4,778,257.66	-	-	-	-	4,778,257.66 ⑦
Investment Management Acct	1.69%	20,511,431.67	-	17,258.42	-	-	20,528,690.09 ⑧
Savings Account	0.00%	5,080.09	-	-	-	-	5,080.09 ⑨
County of Riverside-Investment Pool	0.35%	165,463.74	-	223.46	-	-	165,687.20 ⑩
Total Investments		25,460,233.16	-	17,258.42	-	-	25,477,715.04
CASH WITH FISCAL AGENT							
Union Bank of California	varies	191,550.56	-	2.68	(166,065.63)	-	25,487.61 ⑪
Wells Fargo Bank, N.A.	5.83%	90,702.32	-	0.14	(90,700.00)	-	2.46 ⑫
Wilmington Trust, N. A.	0.03%	17,455,000.00	-	0.47	(222,200.00)	(17,204,503.00)	28,297.47 ⑬
Total Cash with Fiscal Agent		17,737,252.88	-	3.29	(478,965.63)	(17,204,503.00)	53,787.54 ⑭
Grand Total		52,904,890.53	347,488.51	17,261.71	(478,965.63)	(17,204,503.00)	35,586,395.58

Completed By:

Ruben Ramirez

Reviewed By:

Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of December 31, 2020
 Fiscal Year 2020-2021

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INVESTMENTS							
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u>							
Successor Agency (#004) 65-33-004	0.54%	2,489.66	-	-	-	-	2,489.66
City General Account (#171) 98-33-171	0.54%	2,884,453.83	-	-	-	-	2,884,453.83
Coachella Sanitary District 70-33-001	0.54%	1,891,189.73	-	-	-	-	1,891,189.73
Redevelopment Bonds 11-33-001	0.54%	124.44	-	-	-	-	124.44
TOTAL LAIF ACCOUNTS		4,778,257.66	-	-	-	-	4,778,257.66 ⑦
<u>INVESTMENT MANAGEMENT ACC</u>							
PFM Funds	1.69%	20,511,431.67	-	17,258.42	-	-	20,528,690.09
TOTAL INVESTMENT MANAGEMENT ACCT		20,511,431.67	-	17,258.42	-	-	20,528,690.09 ⑧
<u>SAVINGS ACCOUNT</u>							
Police Evidence Acct - Wells Fargo	0.0%	5,080.09	-	-	-	-	5,080.09
TOTAL SAVINGS ACCOUNT		5,080.09	-	-	-	-	5,080.09 ⑨
<u>COUNTY INVESTMENT POOL</u>							
County Of Riverside - Fire	0.35%	165,456.24	-	223.45	-	-	165,679.69
County Of Riverside - Sanitary	0.35%	7.50	-	0.01	-	-	7.51
TOTAL COUNTY INVESTMENT POOL		165,463.74	-	223.46	-	-	165,687.20 ⑩
TOTAL INVESTMENTS		25,460,233.16	-	17,481.88	-	-	25,477,715.04

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of December 31, 2020
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CASH WITH FISCAL AGENT							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.00%	32.17	-	-	-	-	32.17
A/C #: 6712016202 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.00%	1.00	-	-	-	-	1.00
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	3.75	-	-	-	-	3.75
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	1.21	-	-	-	-	1.21
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.01%	25,266.14	-	0.60	-	-	25,266.74

CITY OF COACHELLA
 TREASURER'S REPORT - INVESTMENT REPORT
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COACHELLA SUCCESSOR AGENCY							
<u>MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013</u>							
A/C #: 6712071401 Interest Account	0.00%	3.40	-	-	-	-	3.40
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	1.00	-	-	-	-	1.00
<u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B</u>							
A/C #: 6712160601 Debt Service	0.11%	10.85	-	-	-	-	10.85
A/C #: 6712160602 Interest Account	0.11%	-	-	-	-	-	-
A/C #: 6712160604 Principal Account	0.11%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.11%	1.00	-	-	-	-	1.00
<u>COACHELLA LEASE BONDS 2016</u>							
A/C #: 6712179801 Interest Account	0.00%	166,066.63	(166,065.63)	2.08	-	-	3.08
A/C #: 6712179802 Interest Account	0.00%	-	166,065.63	-	(166,065.63)	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.00%	160.41	-	-	-	-	160.41
TOTAL UNION BANK OF CALIFORNIA		191,550.56	-	2.68	(166,065.63)	-	25,487.61
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	5.83%	2.06	-	0.12	-	-	2.18
A/C #: 83925301 Interest Account	0.00%	90,700.00	-	0.02	(90,700.00)	-	0.02
A/C #: 83925302 Principal Account	0.00%	0.26	-	-	-	-	0.26
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
A/C #: 83925305 Cost of Issuance Fund	0.00%	-	-	-	-	-	-
TOTAL WELLS FARGO BANK, N.A.		90,702.32	-	0.14	(90,700.00)	-	2.46

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CITY OF COACHELLA
 TREASURER'S REPORT - INVESTMENT REPORT
 As of December 31, 2020
 Fiscal Year 2020-2021

Item 16.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 11/30/2020	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 12/31/2020
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-000 Revenue Fund	0.00%	-	-	-	-	-	-
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.03%	250,497.00	-	0.47	(222,200.00)	-	28,297.47
A/C #: 144613-004 Unfunded Liability	0.00%	17,204,503.00	-	-	-	(17,204,503.00)	-
TOTAL WILMINGTON TRUST BANK, N.A.		17,455,000.00	-	0.47	(222,200.00)	(17,204,503.00)	28,297.47
TOTAL CASH WITH FISCAL AGENT		17,737,252.88	-	3.29	(478,965.63)	(17,204,503.00)	53,787.54

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Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023		912828P38	25,000.00	AA+	Aaa	10/02/18	10/04/18	23,806.64	2.93	183.08	24,425.98	25,835.94
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023		912828P79	520,000.00	AA+	Aaa	07/02/18	07/05/18	491,968.75	2.74	2,650.28	506,999.04	535,275.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023		912828Q29	185,000.00	AA+	Aaa	02/08/19	02/12/19	178,185.35	2.44	709.00	181,298.94	190,607.81
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023		912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	732.34	136,467.16	143,981.25
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023		912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	1,267.51	357,197.31	381,403.13
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023		912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	859.34	455,101.81	486,306.25
US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023		9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	5.08	70,126.65	75,118.75
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024		912828X70	655,000.00	AA+	Aaa	06/03/19	06/05/19	657,967.97	1.90	2,243.65	657,013.45	694,197.69
US TREASURY N/B DTD 07/31/2017 2.125% 07/31/2024		912828N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	1,111.58	126,387.05	133,515.63
US TREASURY N/B NOTES DTD 08/31/2017 1.875% 08/31/2024		912828U3	450,000.00	AA+	Aaa	09/03/19	09/05/19	461,724.61	1.33	2,866.89	458,610.06	477,070.29
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024		912828Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	1,601.63	301,611.57	315,742.19
US TREASURY N/B DTD 11/30/2017 2.125% 11/30/2024		9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	793.95	432,863.68	455,945.31
US TREASURY N/B DTD 11/30/2017 2.125% 11/30/2024		9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	1,083.52	589,341.56	622,231.25
US TREASURY N/B DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	982.07	135,998.91	139,181.25

Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		4,415,000.00					4,423,011.72	1.99	17,089.92	4,433,443.17	4,676,411.74

Supra-National Agency Bond / Note

INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	225,000.00	AAA	Aaa	04/12/18	04/19/18	224,505.00	2.70	1,181.25	224,951.22	226,573.65
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	270,000.00	AAA	Aaa	07/18/18	07/25/18	269,368.20	2.83	3,258.75	269,882.76	273,870.45
INTL BK RECON & DEVELOP CORPORATE NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	38.54	149,688.69	150,096.75

Security Type Sub-Total		645,000.00					643,550.70	2.21	4,478.54	644,522.67	650,540.85
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Municipal Bond / Note

CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,140.00	192,651.81	201,669.80
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	201,274.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	97.64	135,000.00	135,645.30
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	146.77	40,265.50	40,907.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	403.61	110,000.00	112,495.90
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	87.61	80,000.00	81,048.00

Security Type Sub-Total		755,000.00					759,084.70	1.06	2,063.96	757,917.31	773,040.60
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Federal Agency Collateralized Mortgage Obligation

Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	43,649.89	AA+	Aaa	04/11/18	04/30/18	44,518.13	2.93	129.49	43,822.83	43,746.57
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	170,000.00	AA+	Aaa	05/16/19	05/21/19	171,062.50	2.54	395.39	170,405.66	172,140.91
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	AA+	Aaa	04/02/19	04/05/19	100,250.00	2.63	226.33	100,111.88	101,791.28
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	AA+	Aaa	04/04/18	04/09/18	100,851.56	2.88	257.50	100,311.97	102,682.33
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,806.03	102,132.09
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	128,636.82	AA+	Aaa	12/13/19	12/18/19	134,887.77	2.14	358.68	133,340.30	139,159.18
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	114,550.98	120,368.52
Security Type Sub-Total		752,286.71					768,494.96	2.36	1,840.32	763,349.65	782,020.88
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	200,000.00	AA+	Aaa	01/09/19	01/11/19	199,856.00	2.65	2,479.17	199,950.73	205,119.60
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	465,000.00	AA+	Aaa	06/27/17	06/29/17	464,930.25	1.88	2,082.81	464,981.61	475,183.04
FREDDIE MAC NOTES (CALLABLE) DTD 08/06/2020 0.300% 02/06/2023	3134GWLD6	465,000.00	AA+	Aaa	08/03/20	08/06/20	465,000.00	0.30	561.88	465,000.00	465,372.93
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	305,000.00	AA+	Aaa	05/20/20	05/22/20	304,081.95	0.35	82.60	304,269.75	305,670.39
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Aaa	01/07/19	01/09/19	503,510.00	2.58	458.33	501,945.43	531,663.50
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	275,000.00	AA+	Aaa	06/24/20	06/26/20	274,197.00	0.35	9.55	274,335.60	275,560.18

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

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

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	390,000.00	AA+	Aaa	07/08/20	07/10/20	389,161.50	0.32	463.13	389,295.51	390,709.02
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	167.01	184,834.16	185,303.96
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	2,872.60	329,623.24	353,682.45
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	173.61	249,608.15	250,117.00
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	170,000.00	AA+	Aaa	12/02/20	12/04/20	169,831.70	0.28	31.88	169,836.00	170,209.61
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	409.69	193,384.67	207,556.95
FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	250,000.00	AA+	Aaa	10/22/19	10/23/19	249,122.50	1.70	857.64	249,332.83	262,903.25
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	213.89	199,149.40	201,082.40
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	311.46	259,538.40	262,799.42
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	431.25	361,625.99	363,876.12
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	137.50	199,468.14	200,404.60
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	34.03	175,181.41	175,753.38
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	43.75	226,001.13	225,968.62
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	59.30	304,436.49	306,313.03

Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	304.48	184,160.53	184,772.27
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	251.88	194,150.94	194,576.07
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	542.50	417,819.05	419,086.92
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	285.00	284,188.24	284,237.06
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	125.90	184,355.89	185,510.23
Security Type Sub-Total		6,970,000.00					6,968,725.14	1.00	13,390.84	6,966,473.29	7,083,432.00
Corporate Note											
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	200,000.00	A	A1	09/05/17	09/07/17	203,460.00	2.00	1,055.56	200,196.56	200,910.80
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	30,000.00	A-	A2	11/01/17	11/03/17	30,224.70	2.40	157.50	30,019.21	30,205.74
GOLDMAN SACHS GROUP CORP NOTES DTD 07/27/2011 5.250% 07/27/2021	38141GGO1	160,000.00	BBB+	A3	11/03/17	11/07/17	175,342.40	2.53	3,593.33	162,338.64	164,395.84
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	180,000.00	BBB+	A3	11/20/17	11/22/17	181,229.40	2.72	333.50	180,264.23	183,814.20
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	400,000.00	A	A2	02/01/17	02/03/17	400,840.00	2.45	4,277.78	400,180.56	409,778.80
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	440,000.00	AA+	Aa1	01/07/19	01/09/19	433,470.40	3.01	4,338.89	437,659.31	450,211.08
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	1,271.88	183,927.16	190,029.04

Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AQ9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	1,684.38	272,535.72	285,189.30
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	708.33	99,904.70	102,851.30
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	2,258.39	262,017.12	280,149.48
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,930.50	366,824.83	389,342.88
JPMORGAN CHASE & CO CORPORATE NOTES DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	219.03	115,000.00	115,220.80
BANK OF AMERICA CORP CORPORATE NOTES DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	236.26	150,000.00	151,257.30
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	414.00	60,511.39	62,822.76
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	621.00	90,767.09	94,234.14
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,964.62	304,044.57	309,379.78
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	135,000.00	A+	A2	10/01/20	10/05/20	154,132.20	0.89	1,976.25	153,131.82	153,926.33
Security Type Sub-Total		3,435,000.00					3,485,024.45	2.21	30,041.20	3,469,322.91	3,573,719.57
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	185,000.00	A-1	P-1	02/27/19	02/28/19	185,000.00	2.94	4,731.37	185,000.00	185,766.27

Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	250,000.00	A-1	P-1	04/03/19	04/04/19	250,000.00	2.83	5,306.25	250,000.00	251,637.25
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	155,000.00	A+	Aa3	08/05/20	08/07/20	155,000.00	0.52	329.12	155,000.00	155,278.69
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	190,000.00	A	A1	02/14/20	02/19/20	190,000.00	1.80	1,301.50	190,000.00	193,117.90
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A	A1	07/10/20	07/14/20	155,000.00	0.70	515.38	155,000.00	155,407.03
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	AA-	Aa3	08/27/19	08/29/19	280,000.00	1.84	1,841.78	280,000.00	287,681.52
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A+	Aa2	08/29/19	09/03/19	295,000.00	1.85	1,950.93	295,000.00	303,141.41
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	246.50	145,000.00	150,135.47
Security Type Sub-Total		1,655,000.00					1,655,000.00	1.90	16,222.83	1,655,000.00	1,682,165.54
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	94,421.06	AAA	NR	02/19/19	02/27/19	94,418.53	2.83	96.49	94,419.68	96,019.25
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	76,803.45	AAA	NR	04/03/19	04/10/19	76,793.34	2.66	90.80	76,797.52	77,899.78
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	NR	Aaa	05/21/19	05/29/19	99,996.27	2.52	70.00	99,997.74	101,846.68
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	138,254.80	AAA	Aaa	02/05/19	02/13/19	138,229.61	2.91	178.81	138,240.35	140,683.44
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	54,425.55	NR	Aaa	02/05/19	02/13/19	54,418.98	2.91	70.39	54,421.68	55,381.90

Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	112,377.80	NR	Aaa	02/05/19	02/13/19	112,360.78	2.90	144.84	112,367.65	114,426.92
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	AAA	Aaa	05/21/19	05/30/19	99,979.74	2.51	111.56	99,986.97	101,703.61
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	NR	Aaa	05/21/19	05/28/19	104,976.26	2.51	116.67	104,984.76	107,026.36
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	NR	Aaa	02/19/20	02/26/20	104,979.42	1.61	46.96	104,983.63	107,186.59
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	AAA	Aaa	02/04/20	02/12/20	139,989.89	1.66	103.29	139,992.00	142,753.30
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	AAA	NR	01/14/20	01/22/20	99,980.38	1.89	84.00	99,984.16	102,600.69
Security Type Sub-Total		1,126,282.66					1,126,123.20	2.41	1,113.81	1,126,176.14	1,147,528.52
Managed Account Sub-Total		19,753,569.37					19,829,014.87	1.69	86,241.42	19,816,205.14	20,368,859.70
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl Cl		159,830.39	AAAm	NR			159,830.39		0.00	159,830.39	159,830.39
Money Market Sub-Total		159,830.39					159,830.39		0.00	159,830.39	159,830.39
Securities Sub-Total		\$19,913,399.76					\$19,988,845.26	1.69%	\$86,241.42	\$19,976,035.53	\$20,528,690.09
Accrued Interest											\$86,241.42
Total Investments											\$20,614,931.51

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2020**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
12/02/20	12/04/20	FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	170,000.00	(169,831.70)	0.00	(169,831.70)			
Transaction Type Sub-Total				170,000.00	(169,831.70)	0.00	(169,831.70)			
INTEREST										
12/01/20	12/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	47,208.35	0.00	140.32	140.32			
12/01/20	12/25/20	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	100,000.00	0.00	257.50	257.50			
12/01/20	12/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHY8	170,000.00	0.00	395.39	395.39			
12/01/20	12/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	0.00	192.25	192.25			
12/01/20	12/25/20	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
12/01/20	12/25/20	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	128,882.32	0.00	359.35	359.35			
12/01/20	12/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	0.00	226.33	226.33			
12/02/20	12/02/20	DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	0.00	1,503.65	1,503.65			
12/08/20	12/08/20	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	0.00	3,206.25	3,206.25			
12/08/20	12/08/20	CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	180,000.00	0.00	2,610.00	2,610.00			
12/15/20	12/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	58,207.96	0.00	141.15	141.15			
12/15/20	12/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	119,738.60	0.00	289.37	289.37			
12/15/20	12/15/20	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	105,000.00	0.00	218.75	218.75			
12/15/20	12/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	80,000.00	0.00	177.33	177.33			

Managed Account Security Transactions & Interest

For the Month Ending December 31, 2020

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	12/15/20	12/15/20	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	0.00	193.67	193.67			
	12/15/20	12/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	0.00	209.17	209.17			
	12/15/20	12/15/20	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	147,409.36	0.00	357.47	357.47			
	12/15/20	12/15/20	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
	12/17/20	12/17/20	FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	705,000.00	0.00	1,742.92	1,742.92			
	12/18/20	12/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	100,000.00	0.00	235.83	235.83			
	12/19/20	12/19/20	FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	0.00	6,875.00	6,875.00			
	12/21/20	12/21/20	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	100,000.00	0.00	210.00	210.00			
	12/21/20	12/21/20	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
	12/26/20	12/26/20	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	275,000.00	0.00	343.75	343.75			
	12/31/20	12/31/20	US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	0.00	918.75	918.75			
Transaction Type Sub-Total					3,976,446.59	0.00	21,383.26	21,383.26			

PAYDOWNS											
	12/01/20	12/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	3,558.46	3,558.46	0.00	3,558.46	(70.78)	0.00	
	12/01/20	12/25/20	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	245.50	245.50	0.00	245.50	(11.93)	0.00	
	12/15/20	12/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	3,782.41	3,782.41	0.00	3,782.41	0.46	0.00	
	12/15/20	12/15/20	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	9,154.56	9,154.56	0.00	9,154.56	1.67	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2020**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
12/15/20	12/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	3,196.55	3,196.55	0.00	3,196.55	0.42	0.00	
12/15/20	12/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	7,360.80	7,360.80	0.00	7,360.80	1.12	0.00	
12/18/20	12/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	5,578.94	5,578.94	0.00	5,578.94	0.15	0.00	
Transaction Type Sub-Total				32,877.22	32,877.22	0.00	32,877.22	(78.89)	0.00	
Managed Account Sub-Total					(136,954.48)	21,383.26	(115,571.22)	(78.89)	0.00	
Total Security Transactions					(136,954.48)	\$21,383.26	(115,571.22)	(\$78.89)	\$0.00	



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community Based Grant to Coachella Valley Volunteers in Medicine in the Amount of \$1,000 to Provide Ten Medical Care Visits to Coachella Residents

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing a Community-Based Grant to the Coachella Valley Volunteers in Medicine in the amount of \$1,000 dollars so that they can provide ten (10) medical care visits to Coachella residents.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Coachella Valley Volunteers in Medicine (CVVIM) is a nonprofit organization that provides a local solution to a national problem – access to healthcare. CVVIM believes that everyone has the right to healthcare. The services provided include primary medical and dental, among many others, at no cost to adults in the Coachella Valley who are uninsured or under-insured.

As a community safety net, the CVVIM Health Center treats the whole person by addressing chronic conditions such as high blood pressure, diabetes and arthritis. Acute conditions such as, colds, flu, preventive medicine, diet, and emotional health are also treated. In addition to direct patient care, CVVIM provides health education and wellness programs, case management and community referrals for patients. Patients are encouraged to schedule

appointments with the Health Center instead of visiting local hospital emergency rooms to receive care for non-life-threatening conditions. A visit to the CVVIM will avoid costly out-of-pocket expenses for uninsured patients, while providing them with high-quality, compassionate care. CVVIM is a member of Volunteers in Medicine, a national nonprofit alliance with more than 90 free clinics across the U.S., whose mission is to provide healthcare services in a compassionate, caring way to neighbors in need.

Coachella Valley Volunteers in Medicine is requesting grant funding support from the City of Coachella's Community Based Grant Program in the amount of \$1,000 dollars to be able to provide ten (10) free medical care visits to Coachella residents.

ALTERNATIVES:

1. Not Authorize a Community Based Grant to Coachella Valley Volunteers In Medicine in the Amount of \$1,000 to Provide Ten Medical Care Visits to Coachella Residents
2. Authorize a Community Based Grant to Coachella Valley Volunteers In Medicine in the Amount of \$1,000 to Provide Ten Medical Care Visits to Coachella Residents

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$13,000.00 for the remainder of the fiscal year.

ATTACHMENTS:

1. Copy of Application



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

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

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

1. Application Funding Cycle:

Date: 01/21/2021

July 1, 2021 - June 30, 2021

2. Total Amount Requested: \$ 1,000

*Amount requested cannot exceed \$1,000

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

3. Proposed Program/Service of Funding Request:

Approximately 10 medical care visits for Coachella residents

4. Agency/Organization:

CV Volunteer in Medicine

5. Mailing Address:

PO Box 10090

City: Indio Zip: 92202

6. Telephone: (760) 342-4414

Fax: (760) 342-4401

7. Official Contact Person:

Name: Doug J. Morin

Title: Executive Director

Telephone: (760) 625-0760

Fax: (760) 342-4401

E-mail: doug.morin@cvvim.org

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

9. How long has this organization been in existence?
 We were incorporated in 2008 and began providing care in 2010.

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

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

\$1,000 received in February 2020

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

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

13. Describe briefly how the requested funds will be used.
 Awarded funds will be used to offset patient care costs for approximately 10 Coachella residents at an average cost of \$100 per patient visit.

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

Current granting foundations include: Auen Foundation; Berger Foundation; CV Wellness Foundation; Deswert Healthcare District; Inland Empire Community Foundation; Trilogy Homeowner's Association; Valenzuela Foundation. Additional funding from philanthropy

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

We have a robust fundraising program, led by volunteers, that includes grants, community and individual philanthropy and fundraising efforts, including events.

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

The program serves patients from across the Valley, however these funds would be reserved for Coachella residents to provide medical healthcare services.

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

Adult residents, 18 years and older whose household income is at 200% of Federal Poverty Level and are uninsured.

18. Attach a proposed budget for requested funds.

Authorized Official: Doug J. Morin

Title: Executive Director

Signature: 

Date: 01/21/2021

Coachella Valley Volunteers in Medicine
2021 CBG Grant Request – City of Coachella

BUDGET

<u>Item</u>	<u>Cost per visit¹</u>	<u>Quantity²</u>	<u>Total</u>
Patient medical visit	\$135	250*	\$33,750.00

TOTAL: \$33,750.00

2021 CBG Request: \$ 1,000.00

1. Cost per visit is an average amount of all actual patient care costs from the prior 12-month period divided by the number of patients estimated to be seen in the current year based upon prior year volume. Cost per visit includes all indirect costs such as medical supplies as well as direct costs such as labs and imaging services.

2. Actual number of medical visits provided to City of Coachella residents in 2020, used to estimate service volume for 2021.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752 Item 17.
July 08, 2019 LTR 4168C 0
26-3312826 201812 67

00049142
BODC: TE

COACHELLA VALLEY VOLUNTEERS IN
MEDICINE
PO BOX 10090
INDIO CA 92202



026340

Employer ID number: 26-3312826
Form 990 required: YES

Dear Taxpayer:

We issued you a determination letter in JANUARY 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

 <p style="text-align: center;">CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST</p>	
<p>Please Type Information and Print Information entered in the provided spaces cannot be saved. (Attach additional pages as needed, however applicants are encouraged to be brief.)</p>	
<p>1. Application Funding Cycle: Date: <u>01/04/2021</u> July 1, 20<u>20</u> - June 30, 20<u>21</u></p>	
<p>2. Total Amount Requested: \$ <u>1,000.00</u> If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.</p>	
<p>3. Proposed Program/Service of Funding Request: COD Evening Collge Pilot Program in Partnerhsip with the City of Coachella</p>	
<p>4. Agency/Organization: College of the Desert</p> <p>5. Mailing Address: 43500 Monterey Avenue City: Palm Dsr^t Zip: 92260</p> <p>6. Telephone: (760) 585-4857 Fax:</p>	<p>7. Official Contact Person: Name: Jessica Enders Title: Director of Education Centers, East Valley Telephone: (760) 636-7972 Fax: E-mail: jenders@collegeofthedesert.edu</p>

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

9. How long has this organization been in existence?
1958

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

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

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?
2/1/2020-5/28/2020

13. Describe briefly how the requested funds will be used.
These funds will be used to purchase textbooks for a book loan program for students from the Coachella Valley Adult school that are participating in the Evening College Pilot Program in partnership with the City of Coachella, and the Coachella Valley Adult School.


14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
Yes, COD is trying to mitigate the expense of the books. If successful with this grant application that, we would like to apply in the next fiscal year.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?
Yes, COD is trying to mitigate the expense of the books. If successful with this grant application that, we would like to apply in the next fiscal year.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
These funds will serve recent graduates of the Coachella Valley Adult school by establishing a book loan program for the Spring 2020 semester.

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
This program serves recent graduates of the Coachella Valley Adult school that are first time college attendees.

18. Attach a proposed budget for requested funds.

Authorized Official: Jessica J. Enders Title: Director of Education Centers
Signature:  Date: _____

Internal Revenue Service

Department of the Treasury

Item 18.

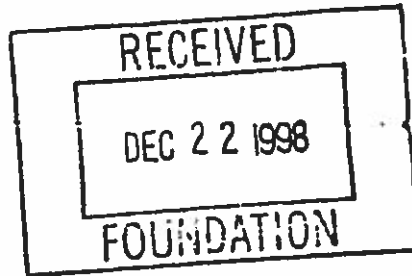
District
Director

300 N. Los Angeles Street, MS 7043
Los Angeles, CA 90012

COLLEGE OF THE DESERT FOUNDATION
43-500 MONTEREY AVENUE
PALM DESERT, CALIFORNIA 92260

Person to Contact:
L BARRAGAN
Telephone Number:
(213) 894-2336
Refer Reply to:
EO(1207)98

Date:
DECEMBER 7, 1998
EIN: 95-3829219



Dear Taxpayer:

This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate this organization was recognized to be exempt from Federal Income Tax in JULY 1983 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in JULY 1983 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Barragan".

Disclosure Assistant

43-500 Monterey Ave
 Palm Desert, CA 92260
 Phone: (760)773-2564
 Fax: (760)346-8714
 Website: www.collegeofthedesertshop.com

DATE	12/16/2020
INVOICE #	975NS12162020
PO #	
DUE DATE	1/15/2021

BILL TO

College of the Desert
 ATTN: Jessica Enders
 43500 Monterey Ave
 Palm Desert, CA 92260

DATE	DESCRIPTION	QTY	PRICE	TRANS AMOUNT
12/16/2020	Give Me Liberty	8	\$56.50	\$452.00
12/16/2020	Amazing Adventures of Kavalier & Clay	8	\$18.00	\$144.00
12/16/2020	The Complete Maus	8	\$35.00	\$280.00
12/16/2020	The Complete Persepolis	8	\$25.95	\$207.60
12/16/2020	MLA Handbook	8	\$15.00	\$120.00
12/16/2020	Shipping	8	\$7.50	\$60.00

Subtotal	\$1,263.60
Tax	\$93.28
Service Charge	-
TOTAL	\$1,356.88

OTHER COMMENTS

Transaction Period:
 1. Payment is due within 30 days
 2. Please include Invoice# on your check

Send all payments to:
FHEG College of the Desert Bookstore
Store No 975 M.A
3146 Solutions Center
Chicago, IL 60677-3001

If you have any questions about this invoice, please contact
 Jon Bennett, (760)773-2564, 0975mgr@follett.com

Thank You For Your Business!



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community Based Grant to College of the Desert in the Amount of \$1,000 to Support its Book Loan Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider authorizing a Community-Based Grant to College of the Desert in the amount of \$1,000 to help them purchase textbooks for a book loan program for students enrolled in the Coachella Valley Adult School evening college pilot program with College of the Desert.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 20-21 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

College of the Desert is one of over 115 community colleges in California and a vital part of the world's largest system of higher education. The governing body of College of the Desert is the Desert Community College District, which has five elected members on its Board of Trustees and a Student Trustee elected by the Student Body.

Through a partnership with the City of Coachella and the Coachella Valley Adult School, College of the Desert is offering a guaranteed two-year General Education (GE) schedule at the Coachella Library. Upon completion, students earn a Certificate of Achievement and meet the GE requirements to transfer to UCs, CSUs, and many other four-year institutions. Through this program, students will receive access to key academic and student support services such as

financial aid, registration support, online counseling, and free 24/7/365 online tutoring services to help them achieve success. The convenient Monday and Wednesday evening schedule allow students additional opportunities to take other major coursework during the day, evening, or weekends at our many campus locations, or online. Enrollment preference is given to recent Coachella Valley Adult School students for the full two years. Non-CVAS students may register for classes if seats are still available.

ALTERNATIVES:

1. Authorize a Community Based Grant to College of the Desert in the Amount of \$1,000 to Support its Book Loan Program
2. Do not Authorize a Community Based Grant to College of the Desert in the Amount of \$1,000 to Support its Book Loan Program

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$12,000.00 for the remainder of the fiscal year.

ATTACHMENTS:

1. Copy of Application



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Best Best & Krieger LLP, City Attorney

SUBJECT: Urgency Ordinance No. 1174, and Ordinance No. 1175, “Hero Pay” for Front-Line Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers (*First Reading*)

RECOMMENDATION:

1. That the City Council consider and adopt Urgency Ordinance No. 1174, entitled “An Urgency Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella (four-fifths (4/5) vote required)”; and,
2. That the City Council consider and conduct first reading (introduction) of Ordinance No. 1175, entitled, “An Ordinance of the City Council of the City of Coachella, California, Amending the Coachella Municipal Code by Adding Chapter 5.100, Relating to Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers in Coachella, and Establishing Labor Standards and Requirements for Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Working in Coachella”

SUMMARY:

Due to the specific impacts to agricultural, grocery store, restaurant, and retail pharmacy workers during the COVID-19 pandemic, the City Council has requested consideration of the proposed urgency ordinance and corresponding regular ordinance, both of which would require certain agricultural operations, grocery stores, restaurants, and retail pharmacy stores to provide premium pay of an additional \$4.00 per hour to their workers in Coachella for at least 120 days.

BACKGROUND:

Since March of 2020, the COVID-19 pandemic has dramatically impacted Coachella citizens, business owners, employees, and visitors.

The global health pandemic has emphasized the importance of workers in industries now highlighted

as essential, including agricultural, grocery, restaurant, and retail pharmacy workers. Due to the virus, millions of these workers nationwide have had to face new job-related hazards not previously considered especially dangerous. In September 2020, Riverside County Public Health Director Dr. Kim Saruwatari reported that the highest number of COVID-19 outbreaks in the region between July and September were reported to stem from grocery stores, with 48 reported outbreaks. The data show the outbreaks impacted both store employees and customers. In a September 29, 2020 *Desert Sun* article, it was reported that the highest number of outbreaks in the beginning of September were reported in retail and grocery stores. This, while grocery stores across the country have seen record profits. The Brookings Institute found that top retail companies had a 39% increase in profit, averaging an extra \$16.9 billion in 2020. (<https://www.freep.com/story/news/local/michigan/2020/12/04/kroger-walmart-amazon-profits-covid-19-pandemic/6458910002/>)

Additionally, according to a new University of California San Francisco study, California agricultural and restaurant workers have suffered 50% to 60% higher death rates during the pandemic than before the pandemic. (<https://www.medrxiv.org/content/10.1101/2021.01.21.21250266v1>) The study's data shows that restaurant cooks carry the most risk of COVID-19-related death in the entire state. The National Center for Farmworker Health, Inc. reported that as of February 1, 2021 more than 480,000 agricultural workers have tested positive for COVID-19 nationwide, a figure likely to be underestimated. (<http://www.ncfh.org/msaws-and-covid-19.html>) The COVID-19 Farmworker Study (COFS) report entitled *Always Essential, Perpetually Disposable: California Farmworkers and the COVID-19 Pandemic* explores how the pandemic is exacerbating long-standing crises, vulnerabilities, and economic frailties within the food system and heightening insecurity, risk, and health disparities for farmworkers and their families through a survey of nearly 1,000 farm workers in California. (covid19farmworkerstudy.org)

Grocery store, retail pharmacy and restaurant workers have not only had to perform their jobs but have become “de facto public health marshals”, enforcing critical mask and social distancing protocols. Over three-quarters of workers (78%) report experiencing or witnessing hostile behavior from customers in response to staff enforcing COVID-19 safety protocols, and nearly 60% report experiencing such hostility at least weekly. (https://onefairwage.site/wp-content/uploads/2020/12/OFW_COVID_WorkerExp-1.pdf)

Due to these shifting emergency circumstances, at the beginning of the pandemic, a number of companies initially provided extra COVID-19 related compensation to their workers. This bonus, commonly known as “Hero Pay”, often was implemented as a temporary hourly wage increase or a one-off bonus for essential workers.

However, as the impacts of the pandemic subsided in June, many retail companies ended their temporary wage increase, and there has yet to be a meaningful commitment to restoring it. This has occurred even as the pandemic has continued to disproportionately impact low wage workers, leaving some grocery workers as the primary earners in their households. (<https://www.pewsocialtrends.org/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>)

The December 6, 2020 regional stay-at-home order was lifted on January 25, 2021, but the virus continues to be widespread throughout Southern California. Vaccines are being distributed throughout Riverside County to front-line essential workers in certain industries and persons who are age 65 and older. The vaccination effort is being done, in part, at retail pharmacies, putting those essential workers at an increased risk of exposure.

The City Council has requested that a “Hero Pay” ordinance be brought back for consideration and possible adoption.

DISCUSSION/ANALYSIS:

The proposed ordinance¹ would require agricultural operations, grocery stores, restaurants, and retail pharmacy stores within the City to provide premium pay of an additional \$4.00 per hour to their workers for at least 120 days.

“Agricultural operation” would mean any operation devoted to the bona fide production of crops, or animals, or fowl including the production of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the production and harvest of products from silviculture (i.e., growing/cultivating trees) activity. “Grocery store” would include stores that devote 70% or more of their business to selling food products. “Retail pharmacy” would include commercial chain pharmacies. “Restaurant” would mean a building or place the principal purpose of which is the preparation and serving, on a retail basis, of food and drink to people for consumption on the premises, and where take away meals and drinks or entertainment are also provided. Additionally, agricultural operations, grocery stores, restaurants, and retail pharmacies would only be subject to the ordinance if they employ three hundred (300) or more workers nationally and more than fifteen (15) employees per location within the City.

Under the ordinance, agricultural operations, grocery stores, restaurants, and pharmacies may not retaliate against a worker by reducing compensation or otherwise limiting the worker’s earning capacity in order to avoid the application of the Hero pay. In addition, these businesses must provide their workers with notice of the ordinance, including their right to premium pay, their right to be protected from retaliation, and their ability to bring a civil action if these rights are violated. Records showing compliance with the ordinance must be kept by the stores for a time period of two years.

Any agricultural operation, grocery store, restaurant, or retail pharmacy that violates the ordinance is subject to appropriate relief at law or equity, including reinstatement of the aggrieved worker, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved worker, and liquidated damages in an additional amount of up to twice the unpaid compensation. If a worker prevails in a civil action, reasonable attorneys’ fees and costs may be awarded against the employer, in addition other legal or equitable relief as may be appropriate.

¹ An urgency ordinance is being proposed, in order to go into effect immediately upon adoption, and a regular (non-urgency) ordinance is also being proposed, in an abundance of caution.

The provisions of the ordinance may be expressly waived in a collective bargaining agreement. Otherwise, any other waiver by a worker of any provision will be deemed contrary to public policy, void, and unenforceable.

There are several other jurisdictions that are adopting, or at least considering, similar “hero pay” or “hazard pay” ordinances. A summary chart including this information is attached to this report.

Latest Developments

On March 19, 2021, the City of Long Beach adopted a Hero Pay ordinance, covering grocery store workers. The following day, a lawsuit was filed by the California Grocers Association. On January 22, U.S. District Judge Dolly M. Gee denied the trade group’s request for a temporary restraining order to stop enforcement of the ordinance before a court could hear the case, and set a hearing for February 19 on the Association’s request for a preliminary injunction to halt the Long Beach ordinance while the case is pending.

Conclusion

Therefore, City staff and the City Attorney’s Office request that the City Council consider the accompanying ordinances, adopt the urgency ordinance and introduce the regular ordinance.

FISCAL IMPACT:

Unknown.

ATTACHMENTS:

- 1) Urgency Ordinance No. 1174
- 2) Ordinance No. 1175
- 3) Chart of Hero Pay Ordinance Action in other Jurisdictions

CHART OF HERO PAY ORDINANCE ACTION IN OTHER JURISDICTIONS

City	Adopted	Key Language	Status
Long Beach	Urgency Ordinance adopted on January 22, 2021	<ul style="list-style-type: none"> • + \$4/hr • Applies to grocery stores with more than 300 employees nationally/more than 15 per grocery store within City • In effect for 120 days 	Litigation pending; California Grocers Association v. Long Beach (2:21-cv-00524-DMG-AS)
Los Angeles County	Adopted Resolution directing County Counsel to draft urgency ordinance and deliver written report to the Board prior to January 26, 2021	<ul style="list-style-type: none"> • +\$5/hr • Applies to grocery stores with more than 300 employees nationally/more than 10 employees per store • In effect for 120 days 	No update provided on January 26, 2021 agenda.
Los Angeles City	Economic Development and Jobs Committee directed City Attorney to draft an emergency ordinance requiring “HERO“ Pay (January 26, 2021)	<ul style="list-style-type: none"> • +\$5/hr • Applies to grocery stores with more than 300 employees nationally • In effect for 120 days 	
Palm Springs	Introducing Urgency Ordinance establishing “HERO” Pay for grocery and retail pharmacy employees (February 11, 2021)	<ul style="list-style-type: none"> • +\$4/hr • Applies to both grocery and retail pharmacy stores 	

CHART OF HERO PAY ORDINANCE ACTION IN OTHER JURISDICTIONS

Item 19.

City	Adopted	Key Language	Status
		<ul style="list-style-type: none"> • 120 day term 	
City and County of San Francisco	Adopted Resolution urging Grocery Stores in SF to provide Hazard Pay (January 5, 2021)	<ul style="list-style-type: none"> • +\$5/hr • Duration that City/County is in Purple, Red or Orange level of Community Disease Transmission 	
Pomona	Resolution directing CM and CA to bring to Council an urgency ordinance requiring “HERO“ pay to grocery store employees	<ul style="list-style-type: none"> • +\$4/hr • Would apply to all retail stores that are publicly traded with at least 300 employees nationwide and more than 10 employees per store • Would apply to ALL RETAIL WORKERS • Duration of 120 days 	Considering at Special Meeting on January 28, 2021
Santa Ana	Resolution directing CM and CA to bring to Council an urgency ordinance requiring “HERO“ pay to grocery store employees (January 12, 2021)	<ul style="list-style-type: none"> • +\$4/hr • Applies to grocery stores with more than 300 employees nationally • In effect for 120 or 180 days 	

CHART OF HERO PAY ORDINANCE ACTION IN OTHER JURISDICTIONS

City	Adopted	Key Language	Status
Santa Monica	Directed CM to bring forth an emergency ordinance providing for premium pay for grocery store employees (January 12, 2021)		
Coachella	Moving forward with ordinance and plan on introducing at February 10, 2021 meeting.		
Berkeley	Resolution referring CM and CA to draft an emergency ordinance providing grocery employees premium pay until City returns to Yellow-Tier 4 designation	<ul style="list-style-type: none"> • +\$5/hr • Would last until City returns to Yellow Tier 4 designation 	
West Hollywood	Directed City Attorney to draft an urgency ordinance requiring hazard pay to frontline grocery workers (January 19, 2021)	<ul style="list-style-type: none"> • +\$5/hr • In effect for 120 days 	Return to City Council within 30 days with an urgency ordinance
Montebello	Adopted HERO Pay Ordinance at January 27, 2021 meeting	<ul style="list-style-type: none"> • +\$4/hr • In effect for 180 days • Applies to Grocery and large drug store employees 	California Grocers Association filed a lawsuit
Oakland	Adopted HERO Pay Ordinance on February 2, 2021	<ul style="list-style-type: none"> • +5/hr • Applies to grocery chains with more than 500 employees • Duration while threat of COVID-19 stays above the 	California Grocers Association filed a lawsuit

CHART OF HERO PAY ORDINANCE ACTION IN OTHER JURISDICTIONS

Item 19.

City	Adopted	Key Language	Status
		minimum level in the City	
San Jose	Passed resolution directing City Attorney to draft an ordinance for Hazard Pay for grocery workers (February 2, 2021)	<ul style="list-style-type: none">• +\$3/hr	

ORDINANCE NO. 1174**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING THE COACHELLA MUNICIPAL CODE BY ADDING CHAPTER 5.100, RELATING TO AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS IN COACHELLA, AND ESTABLISHING LABOR STANDARDS AND REQUIREMENTS FOR PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS WORKING IN COACHELLA (*four-fifths (4/5) vote required*)**

WHEREAS, the new coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (“WHO”) as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 19, 2020, the City Manager, as the City’s Director of Emergency Services, proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective the City’s response to COVID-19 and on March 25, 2020 the City Council ratified the proclamation; and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued a “Stay Home – Stay Healthy” proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. In addition to healthcare, public health and emergency services, the “Stay Home – Stay Healthy” proclamation identified agricultural, grocery, restaurant, and retail pharmacy stores as essential business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers; and

WHEREAS, on December 3, 2020, Governor Newsom extended the “Stay Home – Stay Healthy” proclamation; and

WHEREAS, as of January 28, 2021, the WHO Situation Report reported a global total of 100,455,529 cases of COVID-19, including 2,166,440 deaths; California reported 3,200,000 cases of COVID-19, including 38,927 deaths; and Coachella has reported 7,347 cases of COVID-19, including 67 deaths; and

WHEREAS, agricultural operations, grocery stores, restaurants, and retail pharmacy stores are essential businesses operating in Coachella during the COVID-19 emergency making agricultural, grocery, restaurant, and retail pharmacy workers highly vulnerable to economic insecurity and health or safety risks; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers are essential workers who perform services that are fundamental to the economy and health of the community during the COVID-19 crisis. They work in high risk conditions with inconsistent access to protective equipment and other safety measures; work in public situations with limited ability to engage in physical distancing; and continually expose themselves and the public to the spread of disease; and

WHEREAS, premium pay, paid in addition to regular wages, is an established type of compensation for employees performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers working during the COVID-19 emergency merit additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Agricultural, grocery, restaurant, and retail pharmacy workers have been working under these hazardous conditions for months. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat for an uncertain period, potentially resulting in subsequent waves of infection; and

WHEREAS, the availability of agricultural, grocery, restaurant, and retail pharmacy stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because agricultural, grocery, restaurant, and retail pharmacy workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations; and

WHEREAS, establishing an immediate requirement for agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers protects public health, supports stable incomes, and promotes job retention by ensuring that grocery and retail pharmacy workers are compensated for the substantial risks, efforts, and expenses they are undertaking to provide essential services in a safe and reliable manner during the COVID-19 emergency.

NOW, THEREFORE, the City Council of the City of Coachella ordains as follows:

SECTION 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference herein as the cause and foundation for the action taken by and through this Urgency Ordinance.

SECTION 2. Addition to Coachella Municipal Code. Chapter 5.100 *Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers* is hereby added to the Coachella Municipal Code as follows:

“CHAPTER 5.100

**PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL
PHARMACY WORKERS**

5.100.005 Purpose.

As a result of the COVID-19 pandemic, this Ordinance aims to protect and promote the public health, safety, and welfare during the new coronavirus 19 (“COVID-19”) emergency by requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay for agricultural, grocery, restaurant, and retail pharmacy workers performing work in Coachella. Requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers compensates agricultural, grocery, restaurant, and retail pharmacy workers for the risks of working during a pandemic. Agricultural, grocery, restaurant, and retail pharmacy workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. As such, they are deserving of fair and equitable compensation for their work.

5.100.010 Short title.

This Ordinance shall constitute the “Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Ordinance” and may be cited as such.

5.100.020 Definitions.

For purposes of this Ordinance:

“Adverse action” means reducing the compensation to a designated worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a designated worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a designated worker for any reason prohibited by Section 5.100.090. “Adverse action” also encompasses any action by the hiring entity or a person acting on the hiring entity’s behalf that would dissuade a designated worker from exercising any right afforded by this Ordinance.

“Aggrieved party” means a designated worker or other person who suffers tangible or intangible harm due to a hiring entity or other person’s violation of this Ordinance.

“Agricultural operation” means any operation devoted to the bona fide production of crops, or animals, or fowl including the production of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the

production and harvest of products from silviculture (i.e., growing/cultivating trees) activity.

“Agricultural worker” means a worker whose principal employment is in agriculture (including farming; cultivating and tilling the soil; producing, cultivating, growing, irrigating, harvesting any commodity grown on the land; preparing, processing for market and delivery to storage or to market or to carriers for transportation to market any commodity grown in or on the land), and includes migratory agricultural workers and seasonal agricultural workers. Agricultural worker does not include managers or supervisors.

“City” means the City of Coachella.

“Designated worker” means an agricultural worker, grocery store worker, restaurant worker, retail pharmacy worker employed directly by a hiring entity who is entitled to premium pay pursuant to this Ordinance.

“Grocery worker” means a worker employed directly by a hiring entity at a grocery store. Grocery worker does not include managers, supervisors, or confidential employees.

“Grocery store” means a store that devotes seventy percent (70%) or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of food products, then it qualifies as a grocery store.

“Hiring entity” means an agricultural operation, grocery store, restaurant, or retail pharmacy that employs over three hundred (300) designated workers nationally and employs more than fifteen (15) employees per grocery store location or retail pharmacy location in the City of Coachella.

“Premium pay” means additional compensation owed to a designated worker that is separate from hiring entity payments for providing services, bonuses, and commissions, as well as tips earned from customers.

“Respondent” means an agricultural operation, grocery store, restaurant, retail pharmacy, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

“Restaurant” means a building or place the principal purpose of which is the preparation and serving, on a retail basis, of food and drink to people for consumption on the premises, and where take away meals and drinks or entertainment are also provided.

“Restaurant worker” means a worker employed directly by a hiring entity at a restaurant. Restaurant worker does not include managers, supervisors, or confidential employees.

“Retail pharmacy” means a corporate or chain pharmacy that is licensed as a pharmacy by the State of California and that dispenses medications to the general public at retail prices. Such term does not include a pharmacy that dispenses prescription medications to patients primarily through the mail, nursing home pharmacies, long-term care facility pharmacies, hospital pharmacies, clinics, charitable or not-for-profit pharmacies, government pharmacies, or pharmacy benefit managers.

“Retail pharmacy worker” means a worker employed directly by a hiring entity at a retail pharmacy. Retail pharmacy worker does not include managers, supervisors, or confidential employees.

5.100.030 Designated worker coverage.

For the purposes of this Ordinance, covered designated workers are limited to those who perform work for a hiring entity where the work is performed in the City of Coachella.

5.100.040 Hiring entity coverage.

A. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more designated workers nationally and employ more than fifteen (15) employees per agricultural operation, grocery store, restaurant, or retail pharmacy location in the City of Coachella.

B. To determine the number of designated workers employed for the current calendar year:

1. The calculation is based upon the average number per calendar week of workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) designated worker worked for compensation. For hiring entities that did not have any designated workers during the preceding calendar year, the number of designated workers employed for the current calendar year is calculated based upon the average number per calendar week of designated workers who worked for compensation during the first ninety (90) calendar days of the current year in which the hiring entity engaged in business.

2. All designated workers who worked for compensation shall be counted, including but not limited to:

(a) Agricultural workers, grocery workers, restaurant workers, and retail pharmacy workers who are not covered by this Ordinance; and

(b) Designated workers who worked in Coachella.

5.100.050 Premium pay requirement.

A. Hiring entities shall provide each designated worker with premium pay consisting of an additional Four Dollars (\$4.00) per hour for each hour worked.

B. Hiring entities shall provide the pay required by Subsection 5.100.050 (A) for a minimum of one hundred twenty (120) days from the effective date of this Ordinance.

C. Unless extended by City Council, this Ordinance shall expire in one hundred twenty (120) days.

5.100.060 Designated worker and consumer protections.

A. No hiring entity shall, as a result of this Ordinance going into effect, take any of the following actions:

1. Reduce a designated worker's compensation;
2. Limit a designated worker's earning capacity.

B. It shall be a violation if this Ordinance is a motivating factor in a hiring entity's decision to take any of the actions in Subsection 5.100.060 (A) unless the hiring entity can prove that its decision to take the action(s) would have happened in the absence of this Ordinance going into effect.

5.100.070 Notice of rights.

A. Hiring entities shall provide covered designated workers with a written notice of rights established by this Ordinance. The notice of rights shall be in a form and manner sufficient to inform designated workers of their rights under this Ordinance. The notice of rights shall provide information on:

1. The right to premium pay guaranteed by this Ordinance;
2. The right to be protected from retaliation for exercising in good faith the rights protected by this Ordinance; and
3. The right to bring a civil action for a violation of the requirements of this Ordinance, including a hiring entity's denial of premium pay as required by this Ordinance and a hiring entity or other person's retaliation against a covered designated worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

B. Hiring entities shall provide the notice of rights required by posting a written notice of rights in a location of the agricultural operation, grocery store, restaurant, or retail pharmacy location utilized by employees for breaks, and in an electronic format that is readily accessible to the designated workers. The notice of rights shall be made available to the designated workers via smartphone application or an online web portal, in English and any language that the hiring entity knows or has reason to know is the primary language of the designated worker(s).

5.100.080 Hiring entity records.

A. Hiring entities shall retain records that document compliance with this Ordinance for covered designated workers.

B. Hiring entities shall retain the records required by Subsection 5.100.080 (A) for a period of two (2) years.

C. If a hiring entity fails to retain adequate records required under Subsection 5.100.080 (A), there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Ordinance for each covered designated worker for whom records were not retained.

5.100.090 Retaliation prohibited.

No hiring entity employing a designated worker shall discharge, reduce in compensation, or otherwise discriminate against any designated worker for opposing any practice proscribed by this Ordinance, for participating in proceedings related to this Ordinance, for seeking to exercise their rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

5.100.100 Violation.

The failure of any respondent to comply with any requirement imposed on the respondent under this Ordinance is a violation.

5.100.110 Remedies.

A. The payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Ordinance is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines, and procedures.

B. A respondent found to be in violation of this Ordinance for retaliation under Section 5.100.090 shall be subject to any appropriate relief at law or equity including, but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Ordinance, and liquidated damages in an additional amount of up to twice the unpaid compensation.

5.100.120 Private right of action.

A. Any covered designated worker that suffers financial injury as a result of a violation of this Ordinance, or is the subject of prohibited retaliation under Section 5.100.090, may bring a civil action in a court of competent jurisdiction against the hiring entity or other person violating this Ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate

to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a reasonable penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation.

5.100.130 Encouragement of more generous policies.

A. Nothing in this Ordinance shall be construed to discourage or prohibit a hiring entity from the adoption or retention of premium pay policies more generous than the one required herein.

B. Nothing in this Ordinance shall be construed as diminishing the obligation of a hiring entity to comply with any contract or other agreement providing more generous protections to a designated worker than required by this Ordinance.

5.100.140 Other legal requirements.

This Ordinance provides minimum requirements for premium pay while working for a hiring entity during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher premium pay, or that extends other protections to designated workers; and nothing in this Ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this Section shall be construed as restricting a designated worker's right to pursue any other remedies at law or equity for violation of their rights.

5.100.150 Severability.

The provisions of this Ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Ordinance, or the application thereof to any hiring entity, designated worker, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

5.100.160 Exemption for collective bargaining agreement.

All of the provisions of this Ordinance, or any part thereof, may be expressly waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute a waiver of all or any of the provisions of this Ordinance.

5.100.170 No waiver of rights.

Except for a collective bargaining agreement provision made pursuant to Section 5.100.160, any waiver by a designated worker of any or all provisions of this Ordinance shall be deemed contrary to public policy and shall be void and unenforceable. Other than

in connection with the bona fide negotiation of a collective bargaining agreement, any request by a hiring entity to a designated worker to waive rights given by this Ordinance shall be a violation of this Ordinance.

SECTION 3. Urgency Findings. Pursuant to California Government Code Section 36937, this Ordinance is designed to protect the health, safety and welfare of the citizens of the City of Coachella and becomes effective immediately up adoption by a four-fifths (4/5) vote of the City Council. The City Council hereby finds that there is an urgent need to adopt these regulations in order to address the current and immediate threats set forth above.

SECTION 4. CEQA. The City Council determines that the adoption of this Urgency Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: this Urgency Ordinance is exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a “project” under CEQA, and will not result in direct or indirect physical changes in the environment.

SECTION 5. Severability. If any section or provision of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Urgency Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Urgency Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 6. Adoption, Certification, and Publication. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law.

PASSED, APPROVED, and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

CERTIFICATION

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

I, Andrea J. Carranza, Deputy City Clerk of the City of Coachella, California, do hereby certify that Urgency Ordinance No. 1174 is a full, true, and correct copy, and was adopted without introduction at a regular meeting of the City Council held on February 10, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Coachella, California, this 10th day of February, 2021.

Andrea J. Carranza, MMC
Deputy City Clerk

ORDINANCE NO. 1175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING THE COACHELLA MUNICIPAL CODE BY ADDING CHAPTER 5.100, RELATING TO AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS IN COACHELLA, AND ESTABLISHING LABOR STANDARDS AND REQUIREMENTS FOR PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL PHARMACY WORKERS WORKING IN COACHELLA

WHEREAS, the new coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (“WHO”) as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 19, 2020, the City Manager, as the City’s Director of Emergency Services, proclaimed the existence of a local emergency to ensure the availability of mutual aid and an effective the City’s response to COVID-19 and on March 25, 2020 the City Council ratified the proclamation; and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued a “Stay Home – Stay Healthy” proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. In addition to healthcare, public health and emergency services, the “Stay Home – Stay Healthy” proclamation identified agricultural, grocery, restaurant, and retail pharmacy stores as essential business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers; and

WHEREAS, on December 3, 2020, Governor Newsom extended the “Stay Home – Stay Healthy” proclamation; and

WHEREAS, as of January 28, 2021, the WHO Situation Report reported a global total of 100,455,529 cases of COVID-19, including 2,166,440 deaths; California reported 3,200,000 cases of COVID-19, including 38,927 deaths; and Coachella has reported 7,347 cases of COVID-19, including 67 deaths; and

WHEREAS, agricultural operations, grocery stores, restaurants, and retail pharmacy stores are essential businesses operating in Coachella during the COVID-19 emergency making agricultural, grocery, restaurant, and retail pharmacy workers highly vulnerable to economic insecurity and health or safety risks; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers are essential workers who perform services that are fundamental to the economy and health of the community during the COVID-19 crisis. They work in high risk conditions with inconsistent access to protective equipment and other safety measures; work in public situations with limited ability to engage in physical distancing; and continually expose themselves and the public to the spread of disease; and

WHEREAS, premium pay, paid in addition to regular wages, is an established type of compensation for employees performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, agricultural, grocery, restaurant, and retail pharmacy workers working during the COVID-19 emergency merit additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Agricultural, grocery, restaurant, and retail pharmacy workers have been working under these hazardous conditions for months. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat for an uncertain period, potentially resulting in subsequent waves of infection; and

WHEREAS, the availability of agricultural, grocery, restaurant, and retail pharmacy stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because agricultural, grocery, restaurant, and retail pharmacy workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations; and

WHEREAS, establishing an immediate requirement for agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers protects public health, supports stable incomes, and promotes job retention by ensuring that grocery and retail pharmacy workers are compensated for the substantial risks, efforts, and expenses they are undertaking to provide essential services in a safe and reliable manner during the COVID-19 emergency.

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

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein..

SECTION 2. **Addition to Coachella Municipal Code.** Chapter 5.100 *Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers* is hereby added to the Coachella Municipal Code as follows:

“CHAPTER 5.100

**PREMIUM PAY FOR AGRICULTURAL, GROCERY, RESTAURANT, AND RETAIL
PHARMACY WORKERS**

5.100.005 Purpose.

As a result of the COVID-19 pandemic, this Ordinance aims to protect and promote the public health, safety, and welfare during the new coronavirus 19 (“COVID-19”) emergency by requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay for agricultural, grocery, restaurant, and retail pharmacy workers performing work in Coachella. Requiring agricultural, grocery, restaurant, and retail pharmacy stores to provide premium pay to agricultural, grocery, restaurant, and retail pharmacy workers compensates agricultural, grocery, restaurant, and retail pharmacy workers for the risks of working during a pandemic. Agricultural, grocery, restaurant, and retail pharmacy workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. As such, they are deserving of fair and equitable compensation for their work.

5.100.010 Short title.

This Ordinance shall constitute the “Premium Pay for Agricultural, Grocery, Restaurant, and Retail Pharmacy Workers Ordinance” and may be cited as such.

5.100.020 Definitions.

For purposes of this Ordinance:

“Adverse action” means reducing the compensation to a designated worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a designated worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a designated worker for any reason prohibited by Section 5.100.090. “Adverse action” also encompasses any action by the hiring entity or a person acting on the hiring entity’s behalf that would dissuade a designated worker from exercising any right afforded by this Ordinance.

“Aggrieved party” means a designated worker or other person who suffers tangible or intangible harm due to a hiring entity or other person’s violation of this Ordinance.

“Agricultural operation” means any operation devoted to the bona fide production of crops, or animals, or fowl including the production of fruits and vegetables of all kinds; meat, dairy, and poultry products; nuts, tobacco, nursery, and floral products; and the

production and harvest of products from silviculture (i.e., growing/cultivating trees) activity.

“Agricultural worker” means a worker whose principal employment is in agriculture (including farming; cultivating and tilling the soil; producing, cultivating, growing, irrigating, harvesting any commodity grown on the land; preparing, processing for market and delivery to storage or to market or to carriers for transportation to market any commodity grown in or on the land), and includes migratory agricultural workers and seasonal agricultural workers. Agricultural worker does not include managers, or supervisors.

“City” means the City of Coachella.

“Designated worker” means an agricultural worker, grocery store worker, restaurant worker, retail pharmacy worker employed directly by a hiring entity who is entitled to premium pay pursuant to this Ordinance.

“Grocery worker” means a worker employed directly by a hiring entity at a grocery store. Grocery worker does not include managers, supervisors, or confidential employees.

“Grocery store” means a store that devotes seventy percent (70%) or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of food products, then it qualifies as a grocery store.

“Hiring entity” means an agricultural operation, grocery store, restaurant, or retail pharmacy that employs over three hundred (300) designated workers nationally and employs more than fifteen (15) employees per grocery store location or retail pharmacy location in the City of Coachella.

“Premium pay” means additional compensation owed to a designated worker that is separate from hiring entity payments for providing services, bonuses, and commissions, as well as tips earned from customers.

“Respondent” means an agricultural operation, grocery store, restaurant, retail pharmacy, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

“Restaurant” means a building or place the principal purpose of which is the preparation and serving, on a retail basis, of food and drink to people for consumption on the premises, and where take away meals and drinks or entertainment are also provided.

“Restaurant worker” means a worker employed directly by a hiring entity at a restaurant. Restaurant worker does not include managers, supervisors, or confidential employees.

“Retail pharmacy” means a corporate or chain pharmacy that is licensed as a pharmacy by the State of California and that dispenses medications to the general public at retail prices. Such term does not include a pharmacy that dispenses prescription medications to patients primarily through the mail, nursing home pharmacies, long-term care facility pharmacies, hospital pharmacies, clinics, charitable or not-for-profit pharmacies, government pharmacies, or pharmacy benefit managers.

“Retail pharmacy worker” means a worker employed directly by a hiring entity at a retail pharmacy. Retail pharmacy worker does not include managers, supervisors, or confidential employees.

5.100.030 Designated worker coverage.

For the purposes of this Ordinance, covered designated workers are limited to those who perform work for a hiring entity where the work is performed in the City of Coachella.

5.100.040 Hiring entity coverage.

A. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more designated workers nationally and employ more than fifteen (15) employees per agricultural operation, grocery store, restaurant, or retail pharmacy location in the City of Coachella.

B. To determine the number of designated workers employed for the current calendar year:

1. The calculation is based upon the average number per calendar week of workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) designated worker worked for compensation. For hiring entities that did not have any designated workers during the preceding calendar year, the number of designated workers employed for the current calendar year is calculated based upon the average number per calendar week of designated workers who worked for compensation during the first ninety (90) calendar days of the current year in which the hiring entity engaged in business.

2. All designated workers who worked for compensation shall be counted, including but not limited to:

(a) Agricultural workers, grocery workers, restaurant workers, and retail pharmacy workers who are not covered by this Ordinance; and

(b) Designated workers who worked in Coachella.

5.100.050 Premium pay requirement.

A. Hiring entities shall provide each designated worker with premium pay consisting of an additional Four Dollars (\$4.00) per hour for each hour worked.

B. Hiring entities shall provide the pay required by Subsection 5.100.050 (A) for a minimum of one hundred twenty (120) days retroactive to February 10, 2021, the date that the City of Coachella adopted the related Urgency Ordinance.

C. The terms of this Section shall be in effect for one hundred twenty (120) days following adoption of the February 10, 2021 related Urgency Ordinance.

5.100.060 Designated worker and consumer protections.

A. No hiring entity shall, as a result of this Ordinance going into effect, take any of the following actions:

1. Reduce a designated worker's compensation;
2. Limit a designated worker's earning capacity.

B. It shall be a violation if this Ordinance is a motivating factor in a hiring entity's decision to take any of the actions in Subsection 5.100.060 (A) unless the hiring entity can prove that its decision to take the action(s) would have happened in the absence of this Ordinance going into effect.

5.100.070 Notice of rights.

A. Hiring entities shall provide covered designated workers with a written notice of rights established by this Ordinance. The notice of rights shall be in a form and manner sufficient to inform designated workers of their rights under this Ordinance. The notice of rights shall provide information on:

1. The right to premium pay guaranteed by this Ordinance;
2. The right to be protected from retaliation for exercising in good faith the rights protected by this Ordinance; and
3. The right to bring a civil action for a violation of the requirements of this Ordinance, including a hiring entity's denial of premium pay as required by this Ordinance and a hiring entity or other person's retaliation against a covered designated worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this Ordinance.

B. Hiring entities shall provide the notice of rights required by posting a written notice of rights in a location of the agricultural operation, grocery store, restaurant, or retail pharmacy location utilized by employees for breaks, and in an electronic format that is readily accessible to the designated workers. The notice of rights shall be made available to the designated workers via smartphone application or an online web portal, in English and any language that the hiring entity knows or has reason to know is the primary language of the designated worker(s).

5.100.080 Hiring entity records.

A. Hiring entities shall retain records that document compliance with this Ordinance for covered designated workers.

B. Hiring entities shall retain the records required by Subsection 5.100.080 (A) for a period of two (2) years.

C. If a hiring entity fails to retain adequate records required under Subsection 5.100.080 (A), there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Ordinance for each covered designated worker for whom records were not retained.

5.100.090 Retaliation prohibited.

No hiring entity employing a designated worker shall discharge, reduce in compensation, or otherwise discriminate against any designated worker for opposing any practice proscribed by this Ordinance, for participating in proceedings related to this Ordinance, for seeking to exercise their rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

5.100.100 Violation.

The failure of any respondent to comply with any requirement imposed on the respondent under this Ordinance is a violation.

5.100.110 Remedies.

A. The payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Ordinance is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines, and procedures.

B. A respondent found to be in violation of this Ordinance for retaliation under Section 5.100.090 shall be subject to any appropriate relief at law or equity including, but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Ordinance, and liquidated damages in an additional amount of up to twice the unpaid compensation.

5.100.120 Private right of action.

A. Any covered designated worker that suffers financial injury as a result of a violation of this Ordinance, or is the subject of prohibited retaliation under Section 5.100.090, may bring a civil action in a court of competent jurisdiction against the hiring entity or other person violating this Ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate

to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a reasonable penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation.

5.100.130 Encouragement of more generous policies.

A. Nothing in this Ordinance shall be construed to discourage or prohibit a hiring entity from the adoption or retention of premium pay policies more generous than the one required herein.

B. Nothing in this Ordinance shall be construed as diminishing the obligation of a hiring entity to comply with any contract or other agreement providing more generous protections to a designated worker than required by this Ordinance.

5.100.140 Other legal requirements.

This Ordinance provides minimum requirements for premium pay while working for a hiring entity during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher premium pay, or that extends other protections to designated workers; and nothing in this Ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this Section shall be construed as restricting a designated worker's right to pursue any other remedies at law or equity for violation of their rights.

5.100.150 Severability.

The provisions of this Ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Ordinance, or the application thereof to any hiring entity, designated worker, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

5.100.160 Exemption for collective bargaining agreement.

All of the provisions of this Ordinance, or any part thereof, may be expressly waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute a waiver of all or any of the provisions of this Ordinance.

5.100.170 No waiver of rights.

Except for a collective bargaining agreement provision made pursuant to Section 5.100.160, any waiver by a designated worker of any or all provisions of this Ordinance shall be deemed contrary to public policy and shall be void and unenforceable. Other than

in connection with the bona fide negotiation of a collective bargaining agreement, any request by a hiring entity to a designated worker to waive rights given by this Ordinance shall be a violation of this Ordinance.

SECTION 3. CEQA. The City Council determines that the adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: this Ordinance is exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a “project” under CEQA, and will not result in direct or indirect physical changes in the environment.

SECTION 4. Severability. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 6. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

PASSED, APPROVED, and ADOPTED this ____ day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1175 was duly and regularly introduced at a meeting of the City Council on the 10th day of February 2021, and that thereafter the said ordinance amendment was duly passed and adopted on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William Pattison, City Manager

SUBJECT: Resolution 2021-10 Approving the Creation and Funding for a Full-Time Public Information Officer

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-10 approving the creation and funding for a full-time Public Information Officer Position.

BACKGROUND:

The City currently contracts with CV Strategies to provide assistance to the Assistant to the City Manager for public relations, marketing, and social media activities. Staff is asking that Council approve the Public Information Officer position so that these contracted services can be administered in-house under one position. Upon filling of the position, the Assistant to the City Manager position would be frozen. The Public Information Officer is required to be bilingual in English and Spanish.

The Public Information Officer position falls under Management Group II and would report to the City Manager. This position would be added to the existing Salary Schedule, with a Pay Grade of \$100,000.08 to \$121,560.34 annually.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2021-10 approving the creation and funding for a full-time Public Information Officer position.
2. Do not approve staff's recommendation.

FISCAL IMPACT:

Approval of the position would add \$72,172 to the salary and benefits expenses of the City Manager's current operating budget.

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME PUBLIC INFORMATION OFFICER POSITION

WHEREAS, the City currently contracts with CV Strategies to provide assistance to the Assistant to the City Manager for public relations, marketing, and social media activities. Staff is asking that Council approve the Public Information Officer position so that these contracted services can be administered in-house under one position. Upon filling of the position, the Assistant to the City Manager position would be frozen. The Public Information Officer is required to be bilingual in English and Spanish.

WHEREAS, the Public Information Officer position falls under Management Group II and would report to the City Manager. This position would be added to the existing Salary Schedule, with a Pay Grade of \$100,000.08 to \$121,560.34 annually.

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

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

Section 2. **Title.** Adopt Resolution No. 2021-10, a Resolution of the City Council of Coachella, California, Approving the Creation and Funding for a Full-Time Public Information Officer Position.

PASSED, APPROVED and ADOPTED this 10th day of February, 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-10 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



City Hall
53990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

February 10, 2021

FLSA: EXEMPT

PUBLIC INFORMATION OFFICER

DEFINITION

Under general direction of the City Manager or his/her designee, the Public Information Officer develops, organizes, directs and evaluates a comprehensive communications, marketing and community relations program for the City; promotes the City's image by raising the level of public awareness of City operations and accomplishments in providing services to its customers; writes, edits and designs a variety of public information materials; oversees content of City website and cable channel; acts as the City's point of contact for all media relations; and coordinates assigned activities within and among City departments and in conjunction with other agencies. Exercises supervision of video production staff and volunteers, interns, community volunteers and public information specialists.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises no supervision of staff.

CLASS CHARACTERISTICS

This is a Management Deputy Director classification that oversees, directs, and participates in all activities of the Public Information Officer department, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies, and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Organizes communication activities to foster public understanding of City goals, policies, programs and services;
- Brings to public attention through various forms of media, significant facts, opinions and interpretations to keep the public informed;
- Develops materials to be presented in press announcements, including press releases, press briefings, press conferences and feature articles on various City services;
- Develops, coordinates and participates in news conferences, special events, and other programs of City and public interest;

- Facilitates the accurate and full coverage of City issues by the news media;
- Takes photographs for publications, audiovisual presentations and public displays;
- Consults with Police and Fire department field supervisors and/or incident commanders, is reasonably available for call-out to public safety incidents, and serves as liaison to the media to assure appropriate access and flow of information;
- Reviews daily police logs for release to the press;
- Organizes emergency public information in the event of a local disaster;
- Supervises operations of the City's government access cable television channels and facilities;
- Supervises script development and production of original video content for government access cable channel as well as audiovisual content for other media, including, but not limited to, podcasting and web-based video;
- Supervises the content and design of City publications, including newsletters, informational booklets, pamphlets and fliers;
- Advises City staff and elected officials in media relations and public information policies and procedures;
- Consults with staff and elected officials in the preparation of speeches and letters on behalf of the City;
- Coordinates and conducts special events ceremonies and City functions;
- Develops and implements methods and materials to promote special events sponsored by the City or its departments;
- Coordinates assigned activities with other City departments;
- Prepares, maintains, files and disseminates a listing of media contacts, including names, addresses, email, phone and fax numbers;
- Maintains files of newspaper articles and other related media clippings;
- Logs and maintains files of City press releases;
- Maintains a photo library of City events and personnel;
- Monitors news coverage and/or public information regarding the City or pertinent to City activities;
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Media operations, story placement and public agency marketing strategies used in both print and electronic media;
- Principles and practices of public administration;
- Principles, practices, terminology and regulations of Public Safety agencies;
- Newspaper, magazine and broadcast writing theories and practices;
- Current English and Spanish usage and journalistic styles, both for broadcast and print;
- Print publication editing and layout methods;
- Media tactics, including basic interview techniques and preparation;
- Current media trends and practices;
- Safe work methods and regulations pertaining to work;
- Record keeping principles and procedures;
- Modern office practices, methods, and computer equipment and applications related to the work;
- English and Spanish usage, grammar, spelling, vocabulary, and punctuation;
- Safe driving principles and practices;
- Basic photography;

- Basic video production techniques;
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

Ability to:

- Write in a variety of formats, including, but not limited to print and broadcast press releases, video and audio scripts, business and professional letters, speeches and articles;
- Review, proofread, edit and verify written materials for accuracy and adherence to policies and procedures;
- Gather and verify news information through interview, observation and research;
- Accurately interpret policies and procedures to provide and clarify information;
- Write articles of a caliber required for professional publication;
- Write scripts for public service announcements, video and audio productions;
- Communicate clearly and concisely, both orally and in writing;
- Maintain a professional demeanor during stressful and highly visible situations;
- Work within stringent deadlines to complete projects and assignments;
- Exercise sound judgment in safeguarding confidential or sensitive information;
- Read, comprehend and interpret complex and sensitive information on a wide range of subjects and topics;
- Respond to citizen and media requests in a courteous, effective manner;
- Perform varied and responsible assignments involving the use of initiative and independent judgement;
- Use digital camera equipment, video equipment and software;
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating assigned office equipment;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs, including audio, video and photo editing;
- Use English and Spanish effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with the public, news media, city staff, elected officials and others contacted in the course of work.

Education and Experience:

Any combination of training and experience, which would provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in journalism, communications, public relations or a related field; and, three (3) years of experience working in the field of journalism, primarily with writing and editing responsibility, and three (3) years of experience in an administrative or staff capacity in a private or public organization involving regular contact with elected/appointed officials and/or media representatives.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record and automobile insurance.

Other Requirements:

- Must be bilingual in English and Spanish.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer. Must be able to operate a motor vehicle, and to visit various City and meeting sites. Must have vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds. During emergencies, may be called on to work extended periods of time as needed.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

APPENDIX B

**City of Coachella - Salary Schedule
Management Group
4% COLA Effective July 1, 2020**

Revised by Council - Resolution No. 2021-10, February 10, 2021

Group I	Step	A	B	C	D	E
City Engineer	h	67.88	71.27	74.84	78.58	82.51
	m	11,766.29	12,354.60	12,972.33	13,620.95	14,302.00
	a	141,195.45	148,255.23	155,667.99	163,451.39	171,623.96
Community Development Director	h	71.80	75.39	79.16	83.12	87.28
	m	12,445.23	13,067.49	13,720.87	14,406.91	15,127.26
	a	149,342.78	156,809.92	164,650.42	172,882.94	181,527.09
Economic Development Director	h	67.88	71.27	74.84	78.58	82.51
	m	11,766.29	12,354.60	12,972.33	13,620.95	14,302.00
	a	141,195.45	148,255.23	155,667.99	163,451.39	171,623.96
Finance Director	h	72.46	76.08	79.88	83.88	88.07
	m	12,560.02	13,188.02	13,847.42	14,539.79	15,266.78
	a	150,720.24	158,256.25	166,169.07	174,477.52	183,201.40
Public Works Director	h	70.73	74.27	77.98	81.88	85.97
	m	12,258.37	12,871.28	13,514.85	14,190.59	14,900.12
	a	147,100.40	154,455.42	162,178.19	170,287.10	178,801.45

Group II	Step	A	B	C	D	E
Assistant Community Development Director	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Controller	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Human Resources Manager	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79
Public Information Officer	h	48.08	50.48	53.00	55.65	58.44
	m	8,334.00	8,750.70	9,188.23	9,647.64	10,130.02
	a	100,000.08	105,008.40	110,258.82	115,771.76	121,560.34
Utilities Manager	h	57.24	60.10	63.11	66.26	69.58
	m	9,921.16	10,417.22	10,938.08	11,484.98	12,059.23
	a	119,053.93	125,006.63	131,256.96	137,819.80	144,710.79



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Resolution No. 2021-11, Prepayment and Loan Agreement for CFD 2005-1 Special Assessments (Law Enforcement, Fire and Paramedic Services) for the Coachella Housing Project, LP developed by the Community Housing Opportunities Corporation (CHOC)

STAFF RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 2021-11 authorizing the City Manager to enter into a prepayment and loan agreement with the Coachella Housing Project, LP “Developer” allowing for prepayment of special assessments for law enforcement, fire and paramedic service once the Coachella Valley Apartment Project “Project” is annexed into Community Facilities District 2005-1.

BACKGROUND:

CHOC owns property in the City of Coachella that is being developed into a low income housing complex. The property currently has twenty existing multifamily affordable housing residential units. CHOC intends to redevelop the existing units and increase the total number of units to fifty-six affordable housing units.

The City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD. The Project will be annexed into the CFD as a condition of approval, requiring the Developer to pay an annual special assessment in the amount of \$1,231.82 per certified dwelling unit per year increasing annually based on the annual adjustment of the Consumer Price Index.

The project will provide a substantial public welfare benefit to the City through the development of the Project as affordable housing. To make the project financially viable and allow the Developer to facilitate financing arrangements for the project, the developer needs to defer these annual special assessment payments. To defer these special assessments, the developer is asking the City to enter into a loan and prepayment agreement that will defer the special assessment payments from the project for 55 years. The Full amount of the assessments will be payable at the

end of 55 years or sooner if the project is sold or generates sufficient available cash flows to allow for repayment.

FISCAL IMPACT:

The City will not see a direct fiscal impact from these agreements. The City is not currently receiving special assessment revenue from this project and this agreement will defer special assessment payments to the City for a term of 55 years. The annual special assessment payments for all units, using current year rates, is \$68,982. The City will be deferring these assessments for 55 years under the terms of the agreements receiving a payback of \$3,794,000 excluding interest at that time.

EXHIBITS:

Resolution No. 2021-11 including Exhibits A (Form of Loan Agreement) and B (Form of Prepayment Agreement)

RESOLUTION NO. 2021-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING A COMMITMENT TO ENTER INTO A PREPAYMENT AGREEMENT WITH THE COMMUNITY HOUSING OPPORTUNITIES CORPORATION (CHOC) TO PREPAY LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES SPECIAL ASSESSMENTS (CFD 2005-1) FOR THE COACHELLA VALLEY APARTMENT LOW INCOME HOUSING PROJECT.

WHEREAS, CHOC “Owner” owns certain real property located in the City of Coachella, through the Coachella Housing Project, LP a California limited partnership upon which CHOC owns and operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). Owner intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project").; and

WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and

WHEREAS, the Property will be annexed into the CFD as a condition of approval and will be subject to the Special Assessment; and

WHEREAS, the Owner has requested that it be permitted to deposit fifty-five (55) years of the Special Assessments for the Property; and

WHEREAS, the City has agreed to make a loan to the Owner in order to prepay the Special Assessments, and the City and the Owner wish to enter into a loan and prepayment agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid.; and

WHEREAS, the Owner needs the City Council to approve entering into these agreements to apply for project financing.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA HEREBY RESOLVES AS FOLLOWS:

SECTION 1 – Council approves entering into a loan and prepayment agreement consistent with the terms outlined in Exhibits A (Loan Agreement) and B (Prepayment Agreement) with minor modifications as to exact wording for needed updates and to conform and to clarify as needed to facilitate the proper completion of the agreement subject to approval by the City Attorney.

SECTION 2 - The City Manager is authorized to enter into a prepayment and loan

agreement consistent with those agreements outlined in Exhibits A (Loan Agreement) and B (Prepayment Agreement) with any included changes as specified in Section 1 and approved by the City Attorney.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-11 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

AFFORDABLE HOUSING LOAN AGREEMENT
(Coachella Valley Apartments)

by and between

THE CITY OF COACHELLA

and

COACHELLA HOUSING PROJECT

AFFORDABLE HOUSING LOAN AGREEMENT

This Loan Agreement ("Agreement") is made as of _____ 2021 (the "Effective Date"), by and between the CITY OF COACHELLA, a California municipal corporation ("City" or "Lender") and COACHELLA HOUSING PROJECT, a California limited partnership ("Borrower") (collectively, the "Parties"). The City and the Borrower are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, Borrower represents that it is an experienced developer of affordable multifamily housing;

B. WHEREAS, Borrower owns certain real property located in the City of Coachella, Riverside County, California, more particularly described in Exhibit A attached to this Agreement (the "Property") upon which Borrower operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). The Borrower intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project");

C. WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, to finance a portion of the cost of providing law enforcement, fire and paramedic services within the CFD;

D. WHEREAS, the Property will be annexed into the CFD as a condition of approval, requiring Borrower to pay each fiscal year a Special Assessment in the amount of One Thousand Two Hundred Thirty-One Dollars and Eighty-Two Cents (\$1,231.82) per certified dwelling unit per year increasing annually based on the annual adjustment of the Consumer Price Index;

E. WHEREAS, substantial public welfare benefits to the City will be derived from the development of the Project as affordable housing and the City acknowledges that compliance with the Resolutions may cause undue financial hardship on the Borrower and the Project;

F. WHEREAS, notwithstanding the terms of the Resolutions, the City desires to permit the Borrower to prepay fifty –five (55) years of Special Assessments for the Project, commencing on the date that the Borrower obtains certificates of occupancy on all of the residential units in the Project; and

G. WHEREAS, in order to prepay the Special Assessments, the Borrower desires to obtain from Lender a loan (the "Loan") in the amount of THREE MILLION SEVEN HUNDRED NINETY FOUR THOUSAND Dollars (\$3,794,000) as described in this Agreement,

and Lender desires to lend to Borrower such funds, according to the terms and conditions described in this Agreement.

NOW, THEREFORE, Borrower and Lender hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

The following terms have the meanings set forth below wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference.

1.1. "**BORROWER**" means Coachella Housing Project, a California limited partnership, along with any permitted assigns, transferees, or successors-in-interest. Borrower is also the owner of the Property and the developer of the Project.

1.2. "**CERTIFICATE OF OCCUPANCY**" means the final Certificate of Occupancy issued by the City to Borrower for the Project.

1.3. "**CFD**" means the City of Coachella Community Facilities District 2005-1 (Law Enforcement, Fire and Paramedic Services), as described in the Resolutions.

1.4. "**CITY**" means the City of Coachella, California.

1.5. "**COMMENCEMENT OF CONSTRUCTION**" means obtaining the first building permit necessary to undertake the Construction.

1.6. "**CONSTRUCTION**" and "**CONSTRUCTION WORK**" shall mean the construction of the Project.

1.7. "**DAYS**" shall mean calendar days unless otherwise specifically provided.

1.8. "**DEED OF TRUST**" means the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property as security for the Loan in the form attached hereto as Exhibit C and incorporated herein, executed and delivered by Borrower as trustor with Lender as beneficiary, as well as any amendments to and modifications and restatements of the Deed of Trust. The terms of the Deed of Trust are hereby incorporated into this Agreement by this reference.

1.9. "**LENDER**" means the City.

1.10. "**LOAN**" means the loan provided by Lender to Borrower pursuant to this Agreement in the original principal amount of Three Million Seven Hundred Ninety-Four Thousand Dollars (\$3,794,000).

1.11. "**LOAN DOCUMENTS**" means collectively this Agreement, the Deed of Trust, and the Note.

1.12. "**NOTE**" means that Promissory Note Secured by Deed of Trust to be executed by Borrower in favor of Lender evidencing the Loan in the form attached hereto as Exhibit B and incorporated herein, which is to be secured by the Deed of Trust, as well as any amendments to and modifications or restatements of the Note. The terms of the Note are hereby incorporated into this Agreement by this reference.

1.13. "**OPERATING EXPENSES**" shall mean actual, reasonable, customary costs, fees and expenses directly attributable to the operation, maintenance, taxes and management of the Project; expressly including, without limitation: mandatory debt service on Senior Loans; onsite administrative costs; maintenance costs (including materials and labor); payments to the operating reserve account (when the operating reserve balance does not exceed six months of budgeted operating expenses); reasonable and customary payments to a replacement reserve account (not to exceed actual contributions or \$28,000 whichever is less); payments to reserves required by Senior Lenders; utilities; permits and licenses; sewer charges; real and personal property taxes and assessments; insurance; security; advertising, promotion and publicity; a reasonable property management fees; fees and expenses of accountants, attorneys, consultants and other professionals, to the extent directly related to the Project, including annual audits and tax return preparation costs payable to a third party; any partnership or asset management fees paid to the investor limited partner or general partners of Borrower; deferred development fees; incentive leasing fees.

1.14. "**PROJECT**" shall have the meaning set forth in Recital B.

1.15. "**PROPERTY**" means the real property described in the attached Exhibit A, which is incorporated into this Agreement by this reference.

1.16. "**RESIDUAL CASH FLOW**" means Revenue less Operating Expenses, calculated on a calendar year basis.

1.17. "**RESOLUTIONS**" means collectively, Resolution No. 2005-93, and Resolution No. 2005-94, each authorized by the City Council of the City of Coachella, as provided for in Ordinance No. 932 of the City Council of the City of Coachella dated September 28, 2005.

1.18. "**REVENUE**" means with respect to any period all revenue, income, receipts, and other consideration actually received from the operation or leasing of the Project. Revenue shall include: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; and proceeds from vending and laundry room machines. Revenue shall not include tenants' security deposits, interest on security deposits, loan proceeds, capital contributions or similar advances, payments from reserves, or interest on reserves.

1.19. "**SENIOR LENDER**" means any lender with a loan secured by the Property whose lien on the Property is senior in priority to City's Deed of Trust; provided that City's written consent to the incurrence of any Senior Loan shall be required, except with the respect to (i) one construction loan incurred for the purpose of constructing the Project, and (ii) one refinancing of the construction loan into a term loan or "permanent" loan (which such

refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents).

1.20. "**SENIOR LOAN**" means the loan of any Senior Lender to the Borrower in connection with the construction, development, operation or permanent financing of the Project.

1.21. "**SPECIAL ASSESSMENT**" shall have the meaning set forth in Recital F.

1.22. "**TITLE COMPANY**" means First American Title Insurance Company.

1.23. "**TITLE INSURANCE POLICY**" shall mean a title insurance policy in the form of an American Land Title Association Loan Policy 2006 extended coverage (without revision, modification or amendment) issued by the Title Company, with such endorsements, with a liability equal to the amount of the Loan, and in form and substance satisfactory to Lender, subject only to those exceptions as Lender may approve in writing.

2. **TERMS OF LOAN.**

2.1 **LOAN.** Lender agrees to provide a loan of funds to Borrower under the terms and conditions of the Loan Documents. The proceeds of this Loan shall be used exclusively to prepay the Special Assessment. The Borrower hereby irrevocably authorizes, all such proceeds to be disbursed directly to the City for the prepayment of the Special Assessment.

2.2 **AMOUNT OF LOAN.** Subject to the terms and conditions of the Loan Documents, Lender agrees to make, and Borrower agrees to accept a Loan in the amount THREE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND Dollars (\$3,794,000) evidenced by the Note in this amount.

2.3 **INTEREST.** The Note shall bear interest on the principal amount outstanding at the twelve month average LAIF rate per annum compounded annually, and is subject to the terms and conditions set forth in this Agreement and the Note. In an Event of Default, as described herein, the Loan shall, at the election of the Lender upon written notice to Borrower, become immediately due and payable in full, and interest on the Loan shall begin to accrue as of the date of default and continuing until such time as the Loan funds are repaid in full or the default is cured, at the default rate of the lesser of three percent (3%), compounded annually.

2.4 **TERM OF LOAN.** Payments of principal and interest shall be made as required by the Note. Unless due sooner under the Note, the Loan principal balance and all accrued interest shall be due and payable on the earliest of (a) fifty-five (55) years from the date of the issuance of the final Certificate of Occupancy for the Project or (b) an Event of Default by Borrower which has not been cured as provided for in this Agreement or (c) the project ceases to be considered a low income housing tax credit project pursuant to the rules and regulations of the California Tax Credit Allocation Committee.

2.5 **REPAYMENT OF LOAN.** Fifty percent (50%) of Residual Cash Flow shall be available for payments of the Loan ("Available Residual Cash Flow"). Borrower shall make annual payments on the Loan from the Available Residual Cash Flow. Payments will be applied

first to interest then to principal. Any and all amounts of principal and interest outstanding upon the maturity of the Loan shall be then due and payable.

2.6 REPAYMENT UPON SALE OR REFINANCE. In the event that Borrower desires to sell the Project to an entity other than: (a) Community Housing Opportunities Corporation ("CHOC"), a California nonprofit public benefit corporation; (b) a nonprofit public benefit corporation affiliate of CHOC; (c) a limited partnership in which CHOC or a nonprofit affiliate is a general partner; or (d) a limited liability company of which CHOC or a nonprofit affiliate is a member (each, a "Permitted Transfer"), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents. In the event that Borrower refinances the Project, in an amount greater than the principal amount of the Senior Loans, concurrently with any such refinance of the Project (excluding the one-time refinance of the construction loan for the Project into a term loan or "permanent loan" (which such refinancing shall include any conversion of the construction loan to a term loan pursuant to the terms of the construction loan documents)), Borrower shall pay to Lender the entire Loan amount then outstanding, including any accrued interest thereon and any other amounts owing under the Loan Documents.

2.7 ACCELERATION BY REASON OF TRANSFER. In the event of a transfer of the Project other than a Permitted Transfer or other transfer approved by Lender, Lender may declare due and payable the entire Loan amount then outstanding, including any accrued interest thereon, upon such transfer of the Property as set forth in the Note and the Deed of Trust.

3. PREPAYMENT OF LOAN. No prepayment penalty will be charged to Borrower for prepayment of any portion of the Loan amount prior to the end of the Loan term.

4. RESERVED.

5. LOAN DISBURSEMENT.

5.1 GENERAL. The Loan proceeds of THREE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$3,794,000) shall be disbursed directly to the City of Coachella upon satisfaction or waiver of each and all of the conditions precedent to disbursement set forth in this Section 5.

5.2 CONDITIONS PRECEDENT TO DISBURSEMENT. Lender shall disburse the full amount of the Loan upon the satisfaction or waiver of the conditions precedent set forth in this Section 5.2.

5.2.1 Borrower maintains ownership of the Property through date of disbursement;

5.2.2 Borrower has executed and delivered to Lender each of the Loan Documents to be executed by Borrower in form and substance satisfactory to Lender;

5.2.3 As of the date of proposed disbursement, there exists no Event of Default by Borrower nor any act, failure, omission or condition that with the passage of time would

constitute an Event of Default under the Loan Documents or any the documents related to any other financing for the Project;

5.2.4 The Title Company's unconditional commitment to issue the Title Insurance Policy;

5.2.5 Lender shall have received evidence satisfactory to Lender of Borrower's authorization to enter into the Loan Documents;

5.2.6 The representations and warranties of the Borrower as set forth in Section 9 shall be true and correct as of the date of disbursement of the Loan;

6. DEVELOPMENT AND OPERATION OF PROJECT.

6.1 **CONFIGURATION OF THE PROJECT.** Borrower shall develop the Project in conformance with the plans and specifications as approved by the City, as an affordable housing project. Nothing in this Agreement shall be construed to limit or impair the City's discretion in the consideration, approval, and/or disapproval of any necessary entitlements required from the City for the construction of the Project.

6.2 **COMPLETION OF CONSTRUCTION.** Borrower shall commence Construction not later than June 30, 2022 and complete the Construction not later than twenty-four (24) months thereafter.

7. **INSURANCE.** Borrower shall have in full force and effect during the Construction and operation of the Project the insurance coverage specified in Exhibit E to this Agreement. In addition, Borrower shall ensure that the general contractor for the Project maintains the insurance coverage specified in Exhibit E for the duration of the Construction. All required insurance shall be in effect prior to commencement of work. The City's insurance policies shall not be contributing.

8. DEFAULT AND REMEDIES.

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events (after the expiration of the cure period set forth in Section 8.2) shall be an "Event of Default" under this Loan:

8.1.1 Borrower's failure to pay when due any sums payable under the Note, including failure to reimburse Lender for any advances made by Lender under the Deed of Trust;

8.1.2 Borrower's failure to complete the Project Construction within the time required by this Agreement, as such time may be extended pursuant to Section 9.6;

8.1.3 Any breach by Borrower of any material obligations of Borrower imposed in the Loan Documents;

8.1.4 Any representation or warranty by Borrower in any Loan Document is materially false, incorrect, or misleading as of the date made;

8.1.5 The occurrence of any default or event of default under any Senior Loan;

8.1.6 Any litigation or proceeding which could reasonably be expected to materially and adversely affect the ability of Borrower to perform its obligations under the Loan Documents is commenced against Borrower, or the Property, and such litigation or proceeding is not defended diligently and in good faith by Borrower; or

8.1.7 Borrower's filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; making a general assignment for the benefit of creditors; applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or one hundred twenty (120) days after the filing; or failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 NOTICE OF BORROWER'S OR OWNER'S DEFAULT AND OPPORTUNITY TO CURE. Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) days from the receipt of the notice with respect to a monetary default, or sixty (60) days from the receipt of the notice with respect to a non-monetary default, by which such action to cure must be taken, or the Event of Default otherwise resolved to Lender's reasonable satisfaction; provided, however, with respect to non-monetary defaults, if such failure is not reasonably susceptible to cure within sixty (60) days from receipt of the said notice and provided that (i) Borrower shall have in good faith undertaken such cure within said sixty (60) day period and (ii) Borrower shall have diligently prosecuted such cure thereafter, Borrower shall have additional time to prosecute such cure, such additional time not to exceed ninety (90) days from receipt by Borrower of the said notice, unless additional time is agreed to in writing by the Parties.

8.3 LENDER'S REMEDIES. Upon the occurrence of an Event of Default (after expiration of all cure periods set forth in Section 8.2): (i) prior to disbursement of all Loan proceeds, Lender's obligation to disburse the remaining Loan proceeds shall cease; (ii) Lender may, in addition to other rights and remedies permitted by the Loan Documents or applicable law proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

8.3.1 Bring an action in equitable relief (a) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (b) enjoining, abating, or preventing any violation of the terms and conditions, and/or (c) seeking declaratory relief;

8.3.2 Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other funds advanced to Borrower by Lender under the Loan Documents; or

8.3.3 Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust.

9. GENERAL PROVISIONS.

9.1 **BORROWER'S REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants:

9.1.1 that Borrower is duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in California;

9.1.2 that Borrower has the full power and authority to undertake the Project and to execute and deliver the Loan Documents and perform its obligations under the Loan Documents;

9.1.3 that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower;

9.1.4 the Loan Documents have been duly executed by Borrower, and are legally valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity;

9.1.5 The execution, delivery and performance of the Loan Documents by Borrower will not violate (i) Borrower's formation documents; (ii) any legal requirement affecting Borrower or any of its properties (including, without limitation, the Property); or (iii) any agreement to which Borrower is bound or to which it is a party and will not result in or require the creation (except as provided in or contemplated by this Agreement) of any lien upon any of such properties (including, without limitation, the Property);

9.1.6 There exists no material violation of or material default by Borrower and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default by Borrower with respect to (a) the terms of any instrument evidencing or securing any indebtedness secured by the Property, (b) any material lease or other agreement affecting the Property to which Borrower is a party, (c) any material license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any governmental authority, or any determination or award of any arbitrator to which Borrower or the Property may be bound, or (d) any mortgage, instrument, agreement or document by which Borrower, or any of its properties is bound: (i) which involves the Property and is not adequately covered by insurance, (ii) which could be reasonably expected to materially and adversely affect the ability of Borrower to perform its obligations under any of the Loan Documents, or (iii) which could be reasonably expected to adversely affect the priority of the liens created by this Agreement or any of the Loan Documents;

9.1.7 There is no action, suit, investigation, proceeding or arbitration (whether or not purportedly on behalf of the Borrower) at law or in equity or before or by any foreign or domestic court or other governmental entity (a "Legal Action"), pending or, to the knowledge of

Borrower, threatened against or affecting Borrower or any of their assets which could reasonably be expected to result in any material adverse change in the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower or would materially and adversely affect Borrower's ability to perform its obligations under the Loan Documents.

Borrower is not (a) in violation of any applicable law which violation materially and adversely affects or could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower, (b) subject to, or in default with respect to any other legal requirement that would have a materially adverse effect on the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower, or (c) in default with respect to any agreement to which Borrower is a party or to which it is bound which could reasonably be expected to materially and adversely affect the business, operations, assets (including the Property) or condition (financial or otherwise) of Borrower. There is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement or any of the other Loan Documents;

9.1.8 The financial statements and all financial data previously delivered to Lender by Borrower in connection with the Loan and/or relating to Borrower are true, correct and complete in all material respects. Such financial statements fairly present the financial position of the parties who are the subject thereof as of the date thereof. No material adverse change has occurred in such financial position and, except for this Loan, no borrowings have been made by Borrower since the date thereof which are secured by, or might give rise to, a lien or claim against the Property or the proceeds of this Loan (excluding any Senior Loan).

9.2 LENDER'S REPRESENTATIONS AND WARRANTIES. Lender represents and warrants:

9.2.1 that Lender is duly organized and validly existing;

9.2.2 that Lender has the full power and authority to make the Loan and execute the Loan Documents; and

9.2.3 that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Lender.

9.3 AFFORDABLE HOUSING COVENANT. During the term of the Loan, Borrower shall comply with all applicable laws and regulations relating to the construction and operation of a housing project which qualifies as a low income housing tax credit project pursuant to the rules and regulations of the California Tax Credit Allocation Committee.

9.4 POLITICAL ACTIVITY. None of the funds, materials, property or services loaned by Lender to Borrower under this Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 TERM OF THIS AGREEMENT. This Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan and until the Loan, together with all other amounts due under the Loan Documents, has been paid in full.

9.6 UNAVOIDABLE DELAY IN PERFORMANCE. The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Agreement which is caused by war, insurrection, terrorism, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics; quarantine restrictions, government orders; freight embargoes, lack of transportation, suits filed by third parties concerning or arising out of this Agreement, or unusually severe weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within thirty (30) working days from the commencement of the cause. In any event, Construction of the Project must be completed no later than ninety (90) days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

9.7 GOVERNING LAW. The Loan Documents shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law.

9.8 ATTORNEYS' FEES AND COSTS. In the event any legal or administrative action is brought to interpret or enforce the terms of the Loan Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

9.9 TIME. Time is of the essence in these Loan Documents.

9.10 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, director, employee, or agent of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

9.11 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Borrower and Lender shall be given (a) by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, (b) shall be delivered personally, to the principal offices of Borrower and Lender as follows, with a delivery receipt, (c) by reputable express delivery service, with a delivery receipt, with all delivery charges prepaid:

LENDER: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attention: City Manager

BORROWER: Coachella Housing Project
5030 Business Center Drive Suite 260
Fairfield, CA 94534
Attention: CEO

With copy to:

Goldfarb & Lipman LLP

1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: M David Kroot

Notice will be deemed to have been received as the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party.

9.12 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the Parties; provided, however, that this Section does not waive the limitation on assignment of this Agreement by Borrower without Lender's written consent. The term "Borrower" as used in these Loan Documents shall include all permitted assigns, successors-in-interest, and transferees of Borrower.

9.13 RELATIONSHIP OF PARTIES. The relationship of Borrower with Lender for this Project is and shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan. Borrower shall have no authority to act as an agent of Lender or to bind Lender to any obligation.

9.14 INTEGRATION. The Loan Documents, including exhibits, contain the entire agreement of the Parties and supersede any prior negotiations.

9.15 OTHER AGREEMENTS. Borrower represents that Borrower has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with terms of the Loan Documents without an express waiver in writing by Lender.

9.16 OTHER EXEMPTIONS. This Agreement shall not limit or restrict the Borrower's right to apply for or obtain any other real property tax exemption to which it might be entitled, including, without limitation, the State of California welfare tax exemption.

9.17 AMENDMENTS AND MODIFICATION. Any amendments or modifications to the Loan Documents must be in writing and shall be effective only if executed by Borrower and Lender.

9.18 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

9.19 INDEMNIFICATION. To the fullest extent permitted by law, Borrower agrees to protect, indemnify, defend and save harmless Lender, its councilmembers, directors, officers, agents and employees for, from and against any and all liability, expense or damage of any kind

or nature and for, from and against any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act by Lender, whether in suit or not, arising out of this Agreement or in connection herewith, including, without limitation, any suit, claim or demand arising out of any default which may occur in connection with the Project (collectively, "Claims"), provided, however, that the foregoing shall not apply to any Claim arising as a result of or to the extent of (i) Lender's gross negligence or willful misconduct, or (ii) a material breach of Lender's obligations contained within the Loan Documents. A breach by Lender shall be deemed to have occurred only after the following: (a) should Borrower claim a material breach by Lender, it shall give Lender written notice of such claimed breach, which notice shall set forth with reasonable specificity the nature of said breach; and (b) Lender shall not be deemed in breach of any Loan Documents unless said breach is not cured within sixty (60) days from receipt of said notice, or if said breach cannot be cured within said sixty (60) day period, the time for Lender to cure said breach shall be extended, so long as Lender is pursuing the cure thereof with all reasonable due diligence. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Lender believes is covered by this indemnity, Lender shall give Borrower notice of the matter and an opportunity to defend it, at Borrower's sole cost and expense, with legal counsel reasonably satisfactory to Lender. Lender may also require Borrower to so defend the matter. The obligations on the part of Borrower under this Section 9.19 shall survive the repayment of the Loan.

9.20 NONRECOURSE. Subject to anything contained in any provision of the Loan Agreement, the Deed of Trust, or the Note notwithstanding, the Loan shall be a nonrecourse obligation of Borrower. Neither Borrower nor any of its officers, directors or general and limited partners shall have any personal liability for repaying the principal or interest of the Loan or for any other obligation set forth in this Note or in any other Loan Document. The sole recourse of Lender for repayment of the principal and interest shall be the exercise of Lender's rights against the Project under the Deed of Trust, including, without limitation, the right of Lender to bring a foreclosure action or other appropriate action or proceeding to enable Lender to enforce its rights and remedies to realize upon the collateral given to secure the obligations owing to Lender under the Loan Documents.

9.21 CURE BY LIMITED PARTNER. The cure of any default under this Loan Agreement or any other Loan Document made or tendered by or on behalf of the Borrower's limited partner shall be deemed a cure by the Borrower and shall be accepted or rejected on the same basis as if made by the Borrower.

9.22 EXECUTION IN COUNTERPARTS. In the event this Agreement is executed in counterparts, each of such counterparts will, for all purposes, be deemed an original and all such counterparts, taken together, will constitute one and the same agreement. Electronic signatures will be sufficient to bind the Parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LENDER:

CITY OF COACHELLA,
a California municipal corporation

By: _____
Name: William Pattison, City Manager

Approved as to form:

City Legal Counsel

BORROWER:

Coachella Housing Project,
a California limited partnership

By: CHOC Coachella LLC,
a California limited liability company,
its managing general partner

By: Community Housing Opportunities Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Manuela Silva,
Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Coachella, County of Riverside, State of California, described as follows:

EXHIBIT B
FORM OF PROMISSORY NOTE
(attached)

EXHIBIT C
FORM OF DEED OF TRUST
(attached)

EXHIBIT D**INSURANCE REQUIREMENTS**

At close of escrow, the City must receive a one-year prepaid Certificate of Insurance policy (or a binder followed by a certificate within 30 days of loan closing) evidencing the following coverage:

1. HAZARD (PROPERTY)

Perils:	All risk; or Fire & Lightning, Extended Coverage, Vandalism & Malicious Mischief. (including course of construction insurance during the construction period)
Covered Property:	Structure; and All risk contents coverage.
Amount:	Replacement value (or less if approved by City).
Coinsurance:	No less than 90 percent.
Deductible:	\$10,000 maximum deductible per occurrence.
Endorsement:	Lenders Loss Payable Endorsement required insuring the City.

OTHER PROPERTY INSURANCE

Flood Insurance	Coverage required to 80 percent of replacement cost if the property is located in a 100-year flood plain.
Steam Boiler & Related Machinery:	(When applicable) 80 percent of replacement cost coverage is required.

2. COMPREHENSIVE GENERAL LIABILITY

Minimum Amount:	\$1,000,000 per occurrence; or \$2,000,000 per occurrence for buildings with elevators.
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3. OTHER COVERAGE

Workers Compensation:	Required by State law if employees are involved.
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ALL POLICIES MUST INCLUDE THE FOLLOWING

- Named Insured: Borrower, Coachella Housing Project, a California Limited Partnership
- Additional Insured: The City of Coachella and its officers, agents, employees, and servants must be named as additional insured.
- Cancellation Clause: The City must be notified 30 days prior to cancellation of the insurance policy.
- City Notification: The City must be notified prior to cancellation or lapse of coverage or in the event of any claim.

The City should be identified on all insurance documents as follows:

City Hall
City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: City Manager

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Space above for Recorder's use

**AGREEMENT TO PREPAY TAX OBLIGATION FOR
CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1**

THIS AGREEMENT TO MAKE A PREPAYMENT OF SPECIAL TAX OBLIGATION FOR CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT 2005-1 (the "Agreement") is dated as of ___, 2021 (the "Effective Date") by and between COACHELLA HOUSING PROJECT, a California limited partnership ("Owner"), and the CITY OF COACHELLA (the "City"), as the legislative body of Community Facilities District 2005-1. The City and the Owner are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Owner owns certain real property located in the City of Coachella, Riverside County, California, more particularly described on **Exhibit A** attached to this Agreement (the "Property"), upon which Owner owns and operates an existing multifamily affordable housing development consisting of twenty (20) existing residential units (the "Existing Development"). Owner intends to redevelop the Existing Development and increase the total number of units to fifty-six (56) (the "Project").

WHEREAS, the City Council of the City of Coachella, by Resolution No. 2005-93, authorized the creation of the City of Coachella Community Facilities District 2005-1 (the "CFD") and, by Resolution No. 2005-94, authorized the levy of a special tax for properties within the CFD (the "Special Assessment"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended;

WHEREAS, the Property will be annexed in the CFD as a condition of approval and will be subject to the Special Assessment;

WHEREAS, the Owner has requested that it be permitted to deposit thirty (55) years of the Special Assessments for the Property; and

WHEREAS, the City has agreed to make a loan to Owner in order to prepay the Special Assessments, and the City and the Owner wish to enter into this Agreement to provide for the terms and conditions upon which the Special Assessments will be prepaid.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Deposit of Special Assessments; City Loan.

(a) The Owner is required to pay Special Assessments in the amount of One Thousand Two Hundred Thirty-One Dollars and Eighty-Two Cents (\$1,231.82) for each dwelling unit on the Project per year increasing annually based on the annual adjustment of the Consumer Price Index.

(b) The City shall make a loan to the Owner in the amount of Three Million Seven Hundred Ninety-Four Thousand Dollars (\$3,794,000), which is an amount equal to the Special Assessments (the "City Loan"). The City Loan is evidenced by a loan agreement and promissory note ("City Note"), and is secured by a deed of trust encumbering the Property (collectively, the "Loan Documents"). The City Loan shall bear interest at the twelve-month average LAIF rate per annum compounded annually and shall be payable from Residual Cash Flow (as defined in the City Note). The City shall apply the payments on the City Loan made by the Owner to the loan balance with the payments being first applied to interest then to principal.

(c) Owner shall annex the Property into the CFD, and the City shall apply loan proceeds toward the prepayment of the special assessment.

(d) The City shall have the right to approve any sale or refinancing of the Property ("Capital Transaction"), other than such sale or refinancing permitted under the Loan Agreement, such approval not to be unreasonably withheld, delayed or conditioned. Upon the occurrence of a Capital Transaction, any outstanding amounts under the City Loan shall be paid in full.

2. Entire Agreement; Amendment. Except as set forth in this paragraph, this Agreement and the agreements expressly referred to in this Agreement contain all of the agreements of the Parties with respect to the matters contained in this Deposit Agreement and no prior or contemporaneous agreement or understandings, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by the Party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

3. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be delivered by: (a) personal delivery with a delivery receipt; (b) by United States Postal Service, certified mail, return receipt requested; or (c) by reputable express delivery service, with a delivery receipt, all with delivery charges prepaid and addressed as follows:

To City:

City of Coachella

53990 Enterprise Way
Coachella, CA 92236
Attention: City Manager

To Owner:

Coachella Housing Project
5030 Business Center Drive Suite 260
Fairfield, CA 94534
Attention: CEO

With copy to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: M David Kroot

Notice will be deemed to have been received as the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party.

4. Severability. If any provision of this Deposit Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Deposit Agreement shall be given effect to the fullest extent reasonably possible.

5. Successors and Assigns. This Deposit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

6. Governing Law. This Deposit Agreement and any dispute arising under this Deposit Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Deposit Agreement by the other Party, or the failure by a Party to exercise its rights under the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Deposit Agreement thereafter.

8. Singular and Plural; Gender. As used in this Deposit Agreement, the singular of any work includes the plural, and terms in the masculine gender shall include the feminine.

9. Construction of Agreement. This Deposit Agreement has been reviewed by legal counsel for both the City and the Owner and shall be deemed for all purposes to have been jointly drafted by the City and the Owner. No presumption or rule that ambiguities shall be

construed against the drafting party shall apply to the interpretation or enforcement of this Deposit Agreement. The language in all parts of this Deposit Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any Party and consistent with the provisions of this Deposit Agreement, in order to achieve the objectives of the Parties. The captions of the sections and subsections of this Deposit Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

10. Authority of Signatories. Each signatory and Party to this Deposit Agreement hereby represents and warrants to the other Party that it has legal authority and capacity and direction from its principal to enter into this Deposit Agreement, and that all resolutions and/or other actions have been taken so as to enable such Party to enter into this Deposit Agreement.

11. Execution in Counterparts. In the event this Deposit Agreement is executed in counterparts, each of such counterparts will, for all purposes, be deemed an original and all such counterparts, taken together, will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the Effective Date.

CITY:

CITY OF COACHELLA,
a California municipal corporation

By: _____
Name: William B. Pattison, Jr.
City Manager

OWNER:

Coachella Housing Project,
a California limited partnership

By: CHOC Coachella LLC,
a California limited liability company,
its managing general partner

By: Community Housing Opportunities Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Manuela Silva,
Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

Exhibit A

LEGAL DESCRIPTION

Real Property in the City of Coachella, County of Riverside, State of California, described as follows:

APN:



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of construction agreement to Condor Inc. for the Bagdouma Pool Rehabilitation Project No. 102720.

STAFF RECOMMENDATION:

Authorize award of construction agreement to Condor Inc. for the Bagdouma Pool Rehabilitation Project No. 102720 and appropriate \$117,119 general fund reserves for the Bagdouma Pool Rehabilitation Project.

EXECUTIVE SUMMARY:

On October 27, 2020, a formal bid was published for the various needed updates to the Bagdouma Pool. This project was previously bid in Spring of 2020 and due to the fiscal impacts on the city's revenue projections resulting from the COVID-19 pandemic it was recommended that this work be deferred and be revisited later next fiscal year. The bid process was completed a second time and closed on November 30, 2020 and two (2) bid responses were received:

- California Waters; \$ 342,091.00
- Condor Inc.; \$ 294,000.00.

The project scope includes the following repairs to the existing Bagdouma Pool: plaster, tile work and replacement of both the filtration and chlorinator systems. The current pool plaster is 25 years old and the pool's filtration system is approaching a 40 year life. Staff is recommending award of a construction agreement to the lowest responsive bidder, Condor, Inc., in the amount of \$323,400; the recommended award amount is the bid price of \$294,000 plus a ten (10%) percent contingency.

FISCAL IMPACT:

On October 14, 2020, City Council approved allocation of the City's Proposition 68 General Per Capita Program, in the amount of \$206,281, for the Bagdouma Pool Renovation Project. The remaining funds needed to award this project total \$117,119. Staff is currently seeking funding from an external funding source (Desert Health Care District and Foundation). However, time is of the essence in awarding this contract to complete the needed repairs in time to open the pool to the public in 2021. Staff is requesting these expenditures be appropriated from the external funding source when awarded. To move the project forward, staff is requesting City Council to appropriate

these funds from the City's General Fund emergency reserves. It is possible that the external funding source will not be approved. A grant application has been submitted, but no notice of award has been received. If external funding is not approved, these project expenditures will reduce the City's general fund reserve balance.

Attachments: Proposed Construction Agreement

**CITY OF COACHELLA
BAGDOUMA POOL REHABILITATION
PROJECT NO. 102720**

PARTIES AND DATE.

This Agreement is made and entered into on February 10, 2021 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and Condor, Inc., a corporation with its principal place of business at 3000 Durfee Avenue, El Monte, CA 91732 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing pool rehabilitation services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Bagdouma Pool Rehabilitation Project No. 102720 (“Project”) as set forth in this Agreement.

TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions

Special Provisions (or Special Conditions)
 Technical Specifications
 Greenbook Standard Specifications (Sections 1-9 Excluded)
 Addenda
 Plans and Contract Drawings
 Approved and fully executed change orders
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor 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 spray polyurethane foam application processes 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.

3.1.3 Term. The term of this Agreement shall be from February 10, 2021 to April 30, 2021, unless earlier terminated as provided herein. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

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

manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City’s Representative. The City hereby designates City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Earl Weiss, or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’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.

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

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit “A & B”, attached hereto and stated herein by this reference, are not

completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000.00 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: \$1,000,000.00 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 \$1,000,000.00 per accident for bodily injury or disease.

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

General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 Reporting of Claims. 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.

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

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this

Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THREE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$323,400.00) without written approval of City’s City Council. 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 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and

supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project,

but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

CONTRACTOR:

Condor, Inc.
3000 Durfee Avenue
El Monte, CA 91732
Attn: Earl Weiss

CITY:

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Public Works Director

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

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

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

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

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

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

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

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

3.5.17 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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.

<p>CITY OF COACHELLA</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to Form:</p> <p>_____</p> <p>City Attorney</p>	<p>CONDOR, INC.</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Earl Weiss</p> <p>_____</p> <p>Secretary/Treasurer/CFO</p> <p>_____</p> <p>License Number</p>
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EXHIBIT A SCOPE OF SERVICES

The following Section contains descriptions and technical specifications for the detailed services and materials which will be necessary to provide services under this Agreement.

Bagdouma Pool

All work must comply with City and County specifications.

1) Bagdouma Pool (84-599 Avenue 52, Coachella CA 92236)

a. General Pool Shell Information

i. This is a community pool approximately 74'x50' and holds approximately 152,625 gallons. The pool shell is plaster, which has been painted. The pool has tile lane lines and water line tile; tile is 1" square. The pool has six swim lanes, each approximately 65 feet long. The pool depths are as follows: 3.5 feet in the shallow end, 4.5 feet in the middle and 7.5 feet at the far end. The pool appears to be holding water and assumed to be operating properly without leaks.

1. Replaster the entire pool. Sawcut any cracks in the pool and apply a structural epoxy material as needed. Sawcut around main drains and prepare for resurfacing. Replace all tile lines. Apply white plaster mix (minimum 3/8" thick) and trowel to a smooth finish. Plaster mix will be reviewed and approved by City prior to application. Minimum warranty on material and workmanship will be one (1) year. Brush the pool for approximately 2-3 weeks to ensure proper curing of new plaster. Contractor will maintain the pool for the first thirty (30) days and ensuring the pool is vacuumed frequently and the pH is maintained at 7.0-7.2 for the first 30 days.

b. Filtration System

i. The filtration system works with one tank with the following specifications: filter area is 13.5ft squared, flow rate is 203-270FPM, pipe size is 4", height 31", influent 57.5", effluent 47", and operating weight of 4,000 lbs.

1. Supply and install steel filter system EPD-201-DP or comparable (two tank system for large pool) and one tank for small pool.
2. Remove and dispose of existing filtration system.

c. Controller and Chlorinator System

- i. Supply new system.
- ii. Remove and dispose of existing system.

EXHIBIT B
SCHEDULE OF SERVICES

Project completion timeline is 60 days from Notice to Proceed.

EXHIBIT C
COMPENSATION

- Awarded compensation \$294,000.00.
- Authorized contingency of 15%, \$29,400.
- Total not to exceed amount is \$323,400.

The Performance Bond and the Payment (Labor and Materials) Bond as identified in the RFP shall be for one hundred percent (100%) of the Total Bid Price.



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Consideration to Appoint Three Coachella Residents to the Coachella Planning Commission for four-year terms.

STAFF RECOMMENDATION:

Staff recommends that the Mayor and City Council appoint three Planning Commissioners from the four applications received, attached to this staff report, or from any other qualifying Coachella resident.

BACKGROUND:

The Coachella Planning Commission is made up of five members and one alternative member, who are appointed to 4-year terms that are staggered. Accordingly, every two years, three commissioners must be newly appointed. The Coachella Municipal Code states that all Commissioners are appointed by the Mayor, with approval by the City Council. Sub-section 2.23.010 of the Coachella Municipal requires all members of the Planning Commission to be residents of the City.

DISCUSSION/ANALYSIS:

There are three (3) Planning Commission members whose terms expired as of December 31, 2020 (Ruben Gonzalez, Javier Soliz, and Stephanie Virgen). In late November 2020, the City Clerk advertised a "Notice of Application Period" soliciting applicants for the Planning Commission, on the City's website and Facebook page. A total of four (4) applications were received by the filing deadline (first week of January 2021). The Planning Commission applications were received from the following persons, and are attached to this staff report.

Ruben Gonzalez
Stephanie Virgen
Andrew Gallegos
Rosalio Avila

From the above list of applicants whose applications are currently on file (attached hereto), the Mayor and City Council may consider appointments. Additionally, in keeping with the intent of

the draft ordinance that the City Attorney is working on, a City Council member may nominate a qualifying city resident to be appointed to the Planning Commission for a term of “four years or less”. Accordingly, the City Council has the following options, in order to keep all the Commissioners on staggered terms expiring every two years:

- 1) Appoint three (3) members to a 4-year term expiring December 31, 2024.
- 2) Appoint two (2) members to a 4-year term and one (1) member to a 2-year term.
- 3) Appoint one (1) member to a 4-year term and two (2) members to a 2-year term.
- 4) Continue this item and provide staff direction.

FISCAL IMPACT:

There are no direct fiscal impacts by appointment of Planning Commissioners on the adopted budget for Fiscal Year 2020/21.

Attachments: Applications Received



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Andrew Gallegos

ADDRESS: 49-615 Cesar Chavez St. spc 107 Coachella, CA 92236

TELEPHONE: 760-574-9283 E-MAIL: sir.knightandrew1980@gmail.com

PLEASE CHECK APPLICABLE BOX(ES):

COACHELLA RESIDENT

BUSINESS PERSON IN THE COMMUNITY

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE OF EMPLOYER: _____

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I have been a part of many state and local nonprofit organizations for over 10+ years. I would like to bring my experience and help out the City of Coachella.

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

My goal will be making sure that all planning and development issues goes smoothly without errors.

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

My special quality is completing all goals that were assigned to me throughout the year.

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

Not at this moment. If I have any questions or concerns, I will give a call to City Hall.

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

I will base all my votes/decisions to the best interest towards the city and its resident.


Signature

12-31-2020
Date

.....
PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:

Office of the City Clerk
City of Coachella
1515 Sixth Street
Coachella, CA 92236



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Ruben R. Gonzalez

ADDRESS: 85092 Damascus Ave

TELEPHONE: 760-275-7958 E-MAIL: Rubengonzalez1@gmail.com

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

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I feel that 40 years in the construction business that I can really contribute to the commission.

I have been a general engineering building contractor A and an general

California contractor B. With this experiance I really share my experince with the rest of the commission.

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

I feel that as a commissioner you really need to put the needs of the community first.

Fair representation is priortiy is major.

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

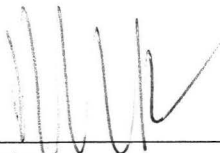
I have been a long time resident of Coachella and have in business
as a engineering and general general building contractor.

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

I have no questions and comments regarding structure or functions.

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

I will strive to objective and fair.


Signature

1-4-2021
Date

.....
PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:

Andrea Carranza
Deputy City Clerk
City of Coachella
1515 Sixth Street
Coachella, CA 92236

(Revised 04-10-2019)



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Rosalio Avila

ADDRESS: 49783 Corte Percebe, Coachella, CA 92236

TELEPHONE: 760.989.8422 **E-MAIL:** StayFreshTint@gmail.com

PLEASE CHECK APPLICABLE BOX(ES):

COACHELLA RESIDENT

BUSINESS PERSON IN THE COMMUNITY

NAME OF EMPLOYER: Stay Fresh Tintings

ADDRESS OF EMPLOYER: 49783 Corte Percebe, Coachella, CA 92236

TELEPHONE OF EMPLOYER: 760.501.4134

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I am a lifelong product of Coachella. I'm proud to have grown up here, to be a product of Coachella schools and to share a home here with my wife and young children. I am committed to this community, as my family and I are vested. My wife and I own a tinting business that provide services for automotive, residential and commercial purposes. As an owner of a successful small business I have had the pleasure of interacting with the city government of Coachella not only as a business owner but also as an applicant in business ventures. I believe there exists an opportunity to make dealings with our planning department more efficient and more transparent to the community and the development community. I'm a team player and would be committed 100% to working with fellow commissioners in bringing tangible progress to the city's economic development objectives well improving the look and aesthetic of our beautiful Coachella.

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

In terms of goals and objectives I believe our planning commission has an opportunity to expand on the leadership of our current city Council. The city of Coachella has done a great job of improving our downtown corridor with the addition of our library our beautiful veterans Park and future County facilities. We see the beauty of our Pueblo Viejo architecture and I believe the planning commission could expand this approach while beyond downtown and apply these building in architecture requirements to future businesses and residential developments. The growth in our valley is here on the east side, Therefore it is important that we make thoughtful decisions about the projects we that they always provide a benefit to the community economically and aesthetically. I'd like to see future businesses bring complement to our existing businesses, and overall new and improved services to our local families. I am committed to ensuring that a high standards and expectations in our planning decisions, always put our Coachella families first.

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

Perspective. As lifelong resident and small business owner I know this city but I also have the pleasure of interacting every single day with many residents local business owners and I hear their thoughts and opinions about what they appreciate of our city and about the things they would like to see improve. Having a pulse in this way is important as we consider future decisions that will impact Coachella families. I want to always make decisions that improve our quality of life, provide the proper balance between residential and business areas. Running A small business means always looking for ways to improve. Like most Coachella homeowners we want our community to have a prosperous future, one where our families are safe, our businesses are successful, and that our property values stay strong and improve, by making smart decisions. I will lean on my business background coupled with my love for my community to champion positive additions to Coachella.

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

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


Signature

1-11-2021
Date

.....
PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:

Office of the City Clerk
City of Coachella
1515 Sixth Street
Coachella, CA 92236



CITY OF COACHELLA

PLANNING COMMISSION APPLICATION

NAME: Stephanie Virgen

ADDRESS: 84113 Bella Luna LN Coachella CA 92236

TELEPHONE: 760-844-0921 E-MAIL: Stephanie.virgen2@gmail.com

PLEASE CHECK APPLICABLE BOX(ES):

COACHELLA RESIDENT

BUSINESS PERSON IN THE COMMUNITY

NAME OF EMPLOYER: County of Riverside, Board of Supervisors

ADDRESS OF EMPLOYER: 73-710 Fred Waring Drive Suite 222 Palm Desert

TELEPHONE OF EMPLOYER: 760-863-8211

.....

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

I have been very fortunate to serve my community as a planning commissioner for more than a year now. In that time I have attended trainings that have allowed me to learn more and expand on my role as a member of my community.

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

The goal of the commission is to work hard on learning what our community needs. In addition, ensuring that we have new development following important guidelines and desires of the community. Another important goal is to provide important insight and opinions to our council. Providing this information and pointing out significant details, allows the council to achieve their goals approving new developments.

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

Currently, i help oversee two communities (unincorporated) within the Coachella Valley. That entails working closely with our Planning and Transportation departments. In addition i have experience working with developers when they present important projects to our communities.

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

No questions.

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

My goal is to work on gaining more knowledge to become a better commissioner. And to find better ways to make the community a part of the decision-making process.

Stephanie Viger
Signature

12-25-20
Date

.....
PLEASE MAIL OR RETURN IN PERSON THIS COMPLETED APPLICATION TO:

Office of the City Clerk
City of Coachella
1515 Sixth Street
Coachella, CA 92236



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager
Best Best & Krieger LLP, City Attorney

SUBJECT: Resolution No. 2021-13 of the City Council of the City of Coachella Declaring that the Acquisition of Certain Real Property by Eminent Domain is Necessary for the Construction of the Avenue 50 Extension Project

STAFF RECOMMENDATION:

That the City Council approve a Resolution of Necessity to acquire property for the Avenue 50 Extension Project, Coachella, California. **(Two-thirds vote required.)**

BACKGROUND:

I. Proposed Location and Scope: The Avenue 50 Extension Project was approved by the City Council of the City of Coachella in Resolution No. 2017-16. The connection of Avenue 50 from its existing alignment eastward to I-10 is envisioned in the City of Coachella General Plan, to provide connectivity for the City to Interstate 10. The need for the Project is to improve circulation and highway access to the City of Coachella and establish new connectivity to areas within the proposed Project vicinity by constructing a new crossing over the canal at the existing eastern terminus of Avenue 50. The canal crossing would provide access to the vacant land directly northeast of the City to facilitate future development of the roadway segment between the canal crossing and the future I-10/Avenue 50 interchange, which is a separate project under Caltrans jurisdiction. The Project includes construction of a temporary diversion channel, canal modifications, a canal crossing, utility relocations and extension, drainage improvements, and new roadway easement along an existing but undedicated dirt road. Permanent modification to the canal through a box culvert would be implemented to facilitate the roadway crossing.

The Resolution of Necessity encompasses one privately owned property located as follows:

Avenue 50 west of State Route 86, in Coachella, California (designated as Assessor Parcel No. 763-02-021)

The Project would not permanently divide any parcels. This is a total take and there are no remainder parcels.

II. Property Use: The acquisition of property will be for a fee simple interest necessary to complete the Avenue 50 Extension Project.

IV. Property to be acquired:

Location Description	Property Owner	Assessor's Parcel Numbers	Area to be Acquired	Interests to be Acquired
Southwest corner of Avenue 50 west of State Route 86, in Coachella, California	AHD Limited Partnership Represented by Palmieri, Hennessey Leifer, LLP	763-020-021	Total take, 14.1 acres	Fee simple

DISCUSSION/ANALYSIS:

City Staff and consultants have been negotiating for the purchase of properties necessary for the Avenue 50 Extension Project. The property interests listed above needs to be purchased, but at this time, negotiations have not been successful or are ongoing. In order to insure the Project is constructed in a timely fashion, it is necessary to consider the adoption of a Resolution of Necessity to acquire this property interest. While Staff and consultants will continue to negotiate with the property owner, in order to insure possession for construction, it is necessary to adopt a Resolution of Necessity at this time.

FISCAL IMPACT:

This Avenue 50 Project property acquisition will be funded from grants through the California Department of Transportation.

RESOLUTION NO. 2021-13
[APN # 763-02-021]

A RESOLUTION OF THE CITY OF COACHELLA DECLARING THAT THE ACQUISITION OF CERTAIN REAL PROPERTY BY EMINENT DOMAIN IS NECESSARY FOR THE AVENUE 50 EXTENSION PROJECT.

WHEREAS, the City of Coachella (“City”) proposes to acquire a fee simple interest in certain real property for the purpose of constructing the Avenue 50 Extension Project (“Project”) pursuant to the authority granted to the City; and

WHEREAS, pursuant to Code of Civil Procedure section 1245.235, the City scheduled a public hearing for February 10, 2021, at City Council Chambers, located at 1515 Sixth Street, Coachella, California, and gave to each person whose property is to be acquired and whose name and address appears on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Code of Civil Procedure section 1240.030; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded the opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a resolution of necessity pursuant to Code of Civil Procedure section 1240.040;

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

Section 1. Notice and Hearing Compliance.

The City has provided notice of this hearing as required by Code of Civil Procedure section 1245.235.

Section 2. Public Use.

The public use for which the real property is to be acquired is to construct the Avenue 50 Extension Project, which is a public improvement project planned to connect existing Avenue 50 at Fillmore Street to the proposed Avenue 50 Interchange at Interstate 10. The project design includes approximately 7,200 lineal feet of 6 lane arterial roadway with neighborhood electric vehicle and bike lanes. The roadway alignment requires crossing the Coachella Canal and the existing thirty-foot high East Side Dike. The project also includes other traffic circulation and improvement elements. The City is authorized to acquire by eminent domain property necessary for such a purpose.

Section 3. Description of Property.

Avenue 50 west of State Route 86, in Coachella, California (designated as Assessor Parcel No. 763-02-021).

Section 4. Findings.

The City hereby finds and determines the following:

- a. The public interest and necessity require the proposed project; and
- b. The proposed project is planned or located in the manner that will be the most compatible with the greatest public good and with the least private injury; and
- c. The property is necessary for the proposed project; and
- d. The offers required by Government Code section 7267.2 were made.

Section 5. Condemnation for a Compatible Use.

Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. The proposed use is a compatible use and will not unreasonably interfere or impair the continuance of the public use now existing or may reasonably be expected to exist in the future. The City is authorized to acquire the property subject to such existing public uses pursuant to Code of Civil Procedure section 1240.510.

Section 6. Mitigation Features.

As part of the Project as proposed, the City shall work with the owners of the property to be acquired to reconstruct access and improvements currently located on the subject property which will be impacted by the Project. The City finds and determines these features are part of the Project as proposed and are to be taken into account under Code of Civil Procedure section 1263.450.

Section 7. Further Activities.

Best Best & Krieger, as special counsel to the City, is hereby authorized to acquire the described real property in the name of and on behalf of the City by eminent domain. Best Best & Krieger is further authorized to institute and prosecute such legal proceedings as may be required. Best Best & Krieger may take such steps as may be authorized and required by law, and make such deposits as may be required by order of the court, to permit the City to take possession of and use said real property at the earliest possible time. Best Best & Krieger is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that is deemed necessary for the conduct of the condemnation action, or any other proceedings or transactions required to acquire the subject real property.

PASSED, APPROVED and ADOPTED this 10th day of February 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2021-13 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of February 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
2/10/2021

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Community Facilities District (CFD 2005-01) – Annexation No. 32 CV Apartments by Community Housing Opportunities Corporation (CHOC) located at 84-900 Bagdad Avenue.

SPECIFICS:

- a) Resolution No. 2020-75 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 32) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Resolution No. 2020-76 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 32 (Parcel Map 37833).
- c) Resolution No. 2020-77 Canvassing The Results of The Election Held Within CFD No. 2005-01 (Area No. 32)
- d) Ordinance No.1170 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 32 Annexed to Said District (*1st Reading*)

STAFF RECOMMENDATION:

Staff recommends that the City Council continue this item indefinitely.

UPDATE:

This item is a continued public hearing, regarding the CHOC Housing Project located at 84-900 Bagdad Avenue, and was intended to be an annexation of the project site into the City’s Public Safety Community Facilities District (CFD 2005-01). As previously noted, the City staff and City Attorney have been working on finalizing a CFD Deferral – Affordable Housing Loan Agreement that will finance the CFD assessments for the project over the next 55 years.

New information has surfaced regarding the property in question that will require a new notice. This is essentially because there are current residents on the property that may be registered voters requiring a majority vote of those voters (in addition to the landowner) to proceed with annexation. In addition, due to the terms of the Affordable Housing Loan, the City needs to adopt an improvement area within the CFD with a modified rate and term to allow for prepayments. This will require a new resolution of intention to be adopted and a new public hearing date set for the

final actions. Therefore, this item is being taken off calendar.

The owners agree that this this item should be continued indefinitely and a new public hearing notice should be published for this item.