



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

AGENDA

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA

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

November 08, 2023

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

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

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

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATORS

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

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

One (1) Potential Case

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

One (1) Potential Case

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

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

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

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

Title: City Manager
Title: City Attorney

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

7. Family Court Awareness Month
8. Cash Assistance Program Quarterly Update by Mission Asset Fund
9. Senior Center Code of Conduct

WRITTEN COMMUNICATIONS:

NONE

CONSENT CALENDAR:

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

10. Regular Meeting Minutes of October 25, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
11. Special Meeting Minutes of October 25, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
12. Special Meeting Minutes of October 30, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
13. Investment Report – July 31, 2023
14. Authorization to file a Notice of Completion for Meter Exchange Project 2023
15. Authorize Execution of Amendment No. 1 Between the City of Coachella and Conserve Landcare LLC for Project No. 042623, in the Amount of \$450,000
16. Authorize Execution of Amendment No. 1 Between the City of Coachella and Yunex LLC for Project No. 093021, Increasing Compensation in the Amount of \$60,000 and Allocating \$60,000 from Undesignated General Funds to the Street Division Professional Services Account
17. Award Professional Services Agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 072023 for \$50,000.

- [18.](#) Approve a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000
- [19.](#) Authorize execution of Amendment No. 3 between the City of Coachella and CV Pipeline for storm drain system maintenance services, for \$150,000; increase appropriation of \$50,000 for street division storm drain professional services account.
- [20.](#) Authorize execution of Amendment No. 1 between the City and BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122, increasing compensation by \$150,000.
- [21.](#) Amendment #3 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the Amount of \$99,027.50 to Provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69
- [22.](#) Adopt Ordinance No. 1208 (Sevilla II) approving Change of Zone No. 22-05, to Change the Existing Zone From General Neighborhood (G-N) to General Neighborhood-Planned Unit Development (GN-PUD) for a Proposal to Subdivide 39 Acres Into 204 Single Family Lots With a Minimum Lot Size of 5,000 Square Feet With Three Single Family Residential Production Model Homes With 3 Elevation Options Located West of Van Buren Street, South of Avenue 50 and North of Avenue 51, APN #'s 779-280-002 and 779-320-001; Applicant: The Pulte Group (Second Reading)
- [23.](#) Authorize Execution of Professional Services Agreement Between the City of Coachella and Urban Futures, Inc. for the Amount of \$100,000 for Financial Analysis and Budget Preparation Assistance Services
- [24.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of November 8, 2023, \$1,040,247.85

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [25.](#) Consideration of Conditions for Approval of an Equipment Lease/Purchase Agreement with Respect to the Aquisition, Financing and Purchase of Certain Equipment in Connection with Resolution No. 2023-72 Approved by the City Council on October 25, 2023
- [26.](#) Approve conceptual design and appropriate \$1,000,000 to the Civic Center Pandemic Retrofit Project.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

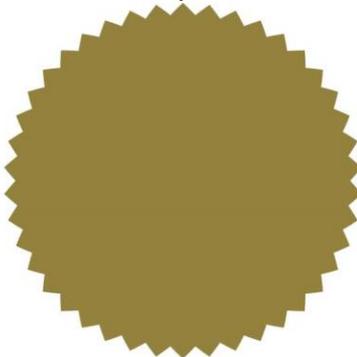
WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. I encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.

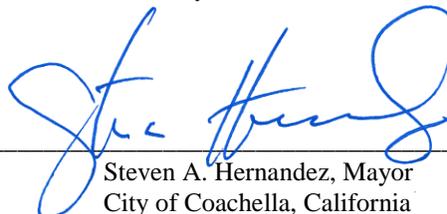
NOW THEREFORE, I, Steven A. Hernandez, Mayor and Councilmember of the City of Coachella, by the power vested in us, do hereby recognize

Family Court Awareness Month

I encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 8th day of November 2023.


Steven A. Hernandez, Mayor
City of Coachella, California

COACHELLA SENIOR CENTER CODE OF CONDUCT

1. Senior Center services are for those ages 55 and older.
2. Please limit personal items to one bag. Personal items must be kept with you at all times; unattended items will be discarded.
3. Being under the influence of alcohol or illegal drugs; possession of alcohol or illegal drugs is not permitted at any time.
4. Sharing of pharmaceuticals is prohibited.
5. Foul language or inappropriate conversations/behavior will not be tolerated. Use courteous language at all times.
6. Proper attire must be worn at all times.
7. No lying down, sleeping, moving of furniture or blocking walkways.
8. Unreasonable use of restroom, such as laundering and bathing are prohibited.
 - a. Shower use will be available if an accident occurs and only if a family member is available to assist Senior.
9. The facility prohibits any activity or condition that unreasonably interferes with patron or staff, safety, use and peaceful enjoyment of the facility, including but not limited to:
 - a. Harassing or threatening facility users or staff.
 - b. Staring at, following or bothering facility users or staff.
 - c. Making any loud or unreasonable noise or other disturbance such as loud talking.
 - d. Offensive body odor due to poor personal hygiene.
10. Seniors that are not independent must come escorted by their caregiver.



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MINUTES

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CITY COUNCIL REGULAR MEETING

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,

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COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,

COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

AND COACHELLA PARKS AND RECREATION

October 25, 2023

6:00 PM – REGULAR MEETING

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

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CALL TO ORDER: - 6:46 P.M.

The Regular Meeting of the City of Coachella was called to order at 6:46 P.M. by Mayor Hernandez

ROLL CALL:

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

Absent: City Clerk Zepeda and City Treasure Aviles

APPROVAL OF AGENDA:

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The City Manager requested to move item 6 to item 1 due to staff waiting and to continue items 10 and 17 from the agenda until further research.

Motion: To approve the Agenda with the modification

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

PLEDGE OF ALLEGIANCE:

Gabriel Perez led the pledge of allegiance.

PROCLAMATIONS/PRESENTATIONS:

1. Code Enforcement Officer Appreciation Week
2. Joint Presentation by South Coast Air Quality Management District and Community Steering Committee Regarding Eastern Coachella Valley AB 617 EJ Air Quality Improvement Program
3. Coachella Valley Mosquito & Vector Control District Annual Update

Mayor Hernandez would like Jeremy Whittie to come and present at the community event that the city puts on once a year to inform the community about Mosquito prevention.

4. Holiday Parade
5. Presentation on Parks
6. The American Rescue Plan Act (ARPA) Presentation

The council requested staff bring back The American Rescue Plan Act with recommendations on allocating funds.

Mayor Pro Tem Galarza stepped away at 6:53 p.m. and returned at 6:54 p.m.
Councilmember Delgado stepped away at 7:44 p.m. and returned at 7:45 p.m.
Councilmember Virgin stepped away at 8:07 p.m. and returned at 8:10 p.m.
Mayor Pro Tem Galarza stepped away at 8:13 p.m. and returned at 8:20 p.m.
Mayor Hernandez stepped away at 8:22 p. m. and returned at 8:23 p.m.
Councilmember Virgin stepped away at 8:29 p.m. and returned at 8:37 p.m.
Councilmember Dr. Figueroa stepped away at 8:45 p.m. and returned at 8:49 p.m.

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

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

7. Regular Meeting Minutes of October 11, 2023, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
8. Department Quarterly Reports
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of October 25, 2023, \$1,915,216.45.
10. Approve a New Lease Between the City of Coachella and Sunline Transit Agency for the Forthcoming New Transit Center on Fourth Street, Authorizing the City Attorney to Make Minor Non-Substantive Changes

The City Manager requested to continue item 10 from the agenda until further research.

11. Amendment No. 3 to the Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments (CVAG), City of Coachella, and Riverside County (County) for the Avenue 48 Widening Project between Van Buren and Dillon Road, City Project ST-131
12. Purchase of Office Furniture from Total Plan in an Amount of \$40,499.59 for the Fire Station #79 Rehabilitation and Expansion, City Project F-7

13. Award Construction Contract with Allied Paving Co. in the amount of \$122,335 plus 15% contingency for pavement rehabilitation in Lewis Homes, which is a portion of the Street Pavement Rehabilitation Phase 19 – City Project ST-118
14. Authorize a Community Sponsorship to Animal Action League in the Amount of \$16,000 to Support Public Spay/Neuter Clinic Events
15. Sponsorship of Raices Cultura for the 2023 Dia de los Muertos Celebration in the Amount of \$15,000
16. Resolution No. 2023-70 Adopting Standard Conditions of Approval for Monopole Wireless Telecommunication Facilities

The City Manager requested moving item 16 from the New Business Calendar to the Consent Calendar

Motion: To approve the consent calendar items except item 10 to be continued and moving item 16 to New Business.

Made by: Mayor Hernandez

Seconded by: Councilmember Dr. Figueroa

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: Mayor Hernandez from item 11

ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

17. Adopt Resolution No. 2023-66 to Support the proposed Chuckwalla National Monument and expansion of Joshua Tree National Park

The City Manager requested to continue item 17 from the agenda until further research.

18. Provide staff direction for 2023 Hometown Heroes Honorees

Mayor Hernandez nominated Laura Garcia, Councilmember Dr. Figueroa nominated Araceli De La Torre, Mayor Pro Tem nominated Oralia Ortiz and Ruben Gonzalez, and Councilmember Delgado nominated Susie Del Toro.

Motion: To approve the nominations for the Hometown Heroes Honorees.

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Dr. Figueroa

Approved: 5-0, Unanimous roll call vote:

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

Mayor Hernandez would like to see a plaque for Susie Del Toro on the Veterans Wall put next to her husband's plaque to honor her hard work and dedication to the Veterans.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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Public Comments taken at 8:02 p.m., in between Proclamations/Presentations 5 and 6

France Fernandez from South Coast Air Quality Management District talked about the “Check Before You Burn” season that is right around the corner from November to the end of February. Residents are asked to check before burning wood in their fireplaces. They can find more information on their “Check Before You Burn” page at AQMD.gov.\CVYB. They are also taking nominations for clean air awards.

Armando Martinez was a no show.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

Councilmember Dr. Figueroa attended the DAP check signing and is looking forward to the Halloween carnival tomorrow.

Councilmember Virgen attended CVAC, and the SCAG Energy Committee meeting topic was on Mylar balloons. Cities are starting to ban them because of the damage they cause. She is concerned about the impact it will have if Coachella bans Mylar balloons. She complimented staff on how well Tacos, Tequila, and Chavelas event tuned out, but will not judge next year due to the amount of food.

Councilmember Delgado has been added to the California League of City Riverside County Division Executive Committee. She accepted to attend the Naleo Policy Institute on Health Creating Pathways towards Latinos well-being. She attended the Tacos, Tequila, and Chavelas event and saw fewer attendees this year. She requested reconsideration of charging for the event promotion. She attended El Grito event and it was great. She would like considering changing the time it ends next year. SCAG will be holding an elected official workshop in Palm Desert on November 6 and would like councilmembers to participate. The police office and Public

Safety Awards 25th annual is coming up, and she would like a calendar reminder. Councilmember Delgado wants to see a Public outreach regarding the park on Ave 52. She would like the public to hear from the City other than sharing the news. She is looking forward to the breakfast with the Veterans and Synergy event and Dia De Los Muertos Run.

Mayor Pro Tem Galarza is looking forward to all the fall events that are coming up in the City of Coachella. He attended the State Budget event signing with Assemblymember Garcia. He applauded for the money received for the community.

Mayor Hernandez would like staff to pay attention to the lighting on the street. He would like an update on a road system of what is coming up next. He requested an update on the Blue Zone program and an update on the number of seniors expelled or suspended from the Senior Center and staff hours.

City Manager's Comments.

None

ADJOURNMENT:

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

Angela Zepeda
City Clerk



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THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,

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COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

AND COACHELLA PARKS AND RECREATION

October 25, 2023

8:00 PM – SPECIAL MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,,*606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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CALL TO ORDER: - 9:14 P.M.

The Special Meeting of the City of Coachella was called to order at 9:14 P.M. by Mayor Hernandez

ROLL CALL:

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

Absent: City Clerk Zepeda and City Treasure Aviles

APPROVAL OF AGENDA:

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

Motion: To approve the Agenda

Made by: Mayor Pro Tem Galarza

Seconded by: Councilmember Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

PLEDGE OF ALLEGIANCE:

Previously led the Pledge of Allegiance in the regular meeting earlier today.

PROCLAMATIONS/PRESENTATIONS:

None

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

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

None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

1. Adopt Resolution No. 2023-72 Authorizing the City Manager the Execution and Delivery of an Equipment/Purchase Agreement with Respect to the Acquisition, Financing and Purchase of Certain Equipment for the Public Benefit within the Terms Provided Herein; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution

Motion: To adopt Resolution No. 2023-72

Made by: Mayor Hernandez

Seconded by: Councilmember Virgen

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

2. Adopt Resolution No. SD-2023-05 Authorizing the District Manager the Execution and Delivery of a Construction Access, Reimbursement & Lease Agreement with the City of Coachella and Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by the this Resolution.

Motion: To adopt Resolution No. SD-2023-05, with the condition of the optimization processing, cannot be met. The project needs to be reconsidered and brought back to the Council.

Made by: Mayor Hernandez

Seconded by: Councilmember Dr. Figueroa

Approved: 5-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

None

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

None

City Manager's Comments.

None

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:42 p.m.

Angela Zepeda
City Clerk



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THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,

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COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,

COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

AND COACHELLA PARKS AND RECREATION

October 30, 2023

6:00 PM – SPECIAL MEETING

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

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

Mayor Hernandez called the Special Meeting of the City of Coachella to order at 6:00 P.M.

ROLL CALL:

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

City Clerk Zepeda

Absent: Mayor Pro Tem Galarza, and City Treasure Aviles

APPROVAL OF AGENDA:

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

Motion: To approve the Agenda

Made by: Councilmember Virgen

Seconded by: Councilmember Dr. Figueroa

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Galarza

PLEDGE OF ALLEGIANCE:

City Manager Gabriel Martin led the pledge of allegiance

PROCLAMATIONS/PRESENTATIONS:

NONE

WRITTEN COMMUNICATIONS:

Letter from Property owner Nigosian Ranch

Response letter Nigosian Ranch the Property Owner from project applicant Pulte Group.

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.)

NONE.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

NONE.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

1. Sevilla II Project

Change of Zone No. 22-05, Tentative Tract Map No 38557, Conditional Use Permit No. 372, Architectural Review No. 23-13, Street Names and Environmental Assessment No. 22-06, a proposal to subdivide 39 acres into 204 single family lots with a minimum lot size of 5,000 square feet with three single family residential production model homes with 3 elevation options located west of Van Buren Street, south of Avenue 50 and north of Avenue 51, APN #'s 779-280-002 and 779-320-001; Applicant: The Pulte Group

Motion: To approve the Sevilla II Project items with the conditions.

Made by: Mayor Hernandez

Seconded by: Councilmember Virgen

Approved: 4-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Galarza

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

Public Comments opened at 6:17 p.m.

David from Pulte Home provided history of the company to the Coachella Valley

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

Councilmember Virgen comments on how the staff is working on a policy for short-term rentals and that the family can live here full time.

Mayor Hernandez comments they should add an ordinance on leaving the short-term rental and it should be up to the Councilmember. Also commented on controlling short-term members and letting first-time homeowners buy a new home.

Councilmember Delgado comments on why staff opposes the short-term rental and why they cannot enforce it.

Councilmember Virgen inquired about IID issues regarding solar panel help.

City Manager's Comments.

None

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 6:58 p.m.

Angela Zepeda
City Clerk

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2023
CASH ON HAND							
Wells Fargo-General Checking	N/A	6,048,662.17	1,138,843.43	-	-	-	7,187,505.60
Sweep Account	4.966%	12,091,553.48	(3,257,975.91)	-	-	-	8,833,577.57
Wells Fargo-Road Maintenance	N/A	6,469.36	84,438.23	-	-	-	90,907.59
Wells Fargo-Gas Tax	N/A	317,424.20	93,894.04	-	-	-	411,318.24
Wells Fargo- Payroll Acct	N/A	(16,569.60)	27,140.62	-	-	-	10,571.02
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
Total Cash on Hand		18,453,539.61	(1,913,659.59)	-	-	-	16,539,880.02
INVESTMENTS							
State of California - LAIF	2.17%	18,217,341.86	-	143,031.66	-	-	18,360,373.52
Investment Management Acct	1.47%	33,307,143.76	-	101,165.46	-	-	33,408,309.22
Total Investments		51,524,485.62	-	244,197.12	-	-	51,768,682.74
CASH WITH FISCAL AGENT							
US Bank	varies	4,204,607.86	-	124.31	-	-	4,204,732.17 ①
Wells Fargo Bank, N.A.	5.83%	442.53	-	1.69	-	-	444.22 ②
Wilmington Trust, N. A.	0.03%	2,428,815.01	(446,652.51)	7,859.85	-	-	1,990,022.35 ③
Total Cash with Fiscal Agent		6,633,865.40	(446,652.51)	7,985.85	-	-	6,195,198.74
Grand Total		76,611,890.63	(2,360,312.10)	252,182.97	-	-	74,503,761.50

Completed By: Lourdes Marrón-Accountant
 Reviewed By: Ruben Ramirez- Controller

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CASH WITH FISCAL AGENT

US BANK

COACHELLA FINANCING AUTHORITY

Successor Agency to the Coachella Redevelopments Agency 2014 Series

A/C #: 6712104701 Debt Service Fund	0.00%	774.71	-	3.17	-	-	777.88
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50

COACHELLA SANITARY DISTRICT

WASTEWATER SERIES 2015A

A/C #: 6712148601 Bond Fund	0.00%	1,192.10	-	4.89	-	-	1,196.99
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00

COACHELLA SANITARY DISTRICT: PROJECT FUND 2011

A/C #: 6711963500 Project Fund 2011	0.0100%	26,136.65	-	107.10	-	-	26,243.75
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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of July 31, 2023
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2023
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	236.38	-	0.97	-	-	237.35
A/C #: 6712071402 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	1,995.66	-	8.18	-	-	2,003.84
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	591.32	-	-	-	-	591.32
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,204,607.86	-	124.31	-	-	4,204,732.17 ①

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

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WELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.0000%	416.73	-	1.59	-	-	418.32
A/C #: 83925301 Interest Account	0.0000%	7.71	-	0.03	-	-	7.74
A/C #: 83925302 Principal Account	0.0000%	18.09	-	0.07	-	-	18.16
TOTAL WELLS FARGO BANK, N.A.		442.53	-	1.69	-	-	444.22
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-000 Revenue Account	0.03%	2,593.84	9.23	-	-	-	2,603.07
A/C #: 144613-001 Interest Account	0.03%	191,129.99	(191,129.99)	49.98	-	-	49.98
A/C #: 144613-002 Principal Account	0.00%	1,050,137.28	(1,050,000.00)	275.10	-	-	412.38
CITY OF COACHELLA 2022A BOND FUND							
A/C #: 154278-000 Bond Fund	1.76%	24,590.29	(19,986.46)	661.53	-	-	5,265.36
A/C #: 154278-001 Interest Account	0.00%	-	95,100.00	64.58	-	-	95,164.58
A/C #: 154278-002 Principal Account	0.00%	-	135,000.00	91.69	-	-	135,091.69
A/C #: 154278-004 Project FD Account	1.76%	1,162,627.43	(4,509.06)	4,705.09	-	-	1,162,823.46
CITY OF COACHELLA 2022B BOND FUND							
A/C #: 155657-000 Bond Fund	1.76%	330.02	(327.00)	1,611.70	-	-	1,614.72
A/C #: 155657-001 Interest Account	0.00%	-	114,200.00	77.56	-	-	114,277.56
A/C #: 155657-002 Principal Account	0.00%	-	475,000.00	322.62	-	-	475,322.62
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		2,428,815.01	(446,652.51)	7,859.85	-	-	1,990,022.35
TOTAL CASH WITH FISCAL AGENT		6,633,865.40	(446,652.51)	7,985.85	-	-	6,195,198.74

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Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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 N/B NOTES DTD 07/15/2021 0.375% 07/15/2024		91282CCL3	950,000.00	AA+	Aaa	02/17/22	02/18/22	922,798.83	1.59	164.57	939,187.69	906,062.50
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024		9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	7.22	125,387.35	121,074.23
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024		9128282U3	165,000.00	AA+	Aaa	09/03/19	09/05/19	169,299.02	1.33	1,294.67	165,934.36	158,941.40
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024		9128282Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	2,106.71	297,058.87	284,306.25
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024		912828YM6	195,000.00	AA+	Aaa	01/11/21	01/12/21	203,630.27	0.33	739.20	197,841.52	186,103.13
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	1,529.89	427,679.92	407,867.19
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	2,087.84	583,183.58	556,618.75
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	1,265,000.00	AA+	Aaa	02/17/22	02/18/22	1,244,888.48	1.69	657.42	1,254,906.37	1,193,250.72
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	1,199.45	132,246.60	123,946.88
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	2,234.84	1,280,624.75	1,233,782.75
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	580.64	551,824.70	504,876.56
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	1,569.29	1,421,861.24	1,364,531.25
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	386.48	455,876.04	417,593.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	221.13	339,793.29	316,531.25

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	259.03	405,198.29	370,793.75
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	133.40	206,942.29	189,984.38
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	61.96	187,699.26	171,593.75
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	114.13	348,961.81	316,093.75
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	1.63	150,312.13	143,975.01
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	18.19	268,606.37	242,807.81
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	2.75	267,161.60	242,957.83
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	4.84	470,000.70	427,425.81
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	13.45	1,273,525.07	1,187,793.81
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	648.64	307,758.77	279,096.88
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,318.21	619,640.15	567,196.87
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	368.44	289,639.98	261,000.00
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	412.91	305,684.50	292,500.00
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	882.17	283,209.16	268,781.25

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	3,062.05	289,138.18	274,534.38
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	9,601.35	882,068.04	860,828.12
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	1,402.58	1,016,686.81	963,618.75
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	10,898.83	1,005,431.31	970,265.63
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	6,931.35	497,231.54	496,718.75
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	3,544.36	344,104.06	337,875.00
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,528.94	1,051,568.85	1,033,982.75
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028		91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	23.03	988,897.13	969,681.25
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028		91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	5,969.36	489,527.57	477,903.13
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028		91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	2,415.47	519,816.04	503,125.00
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028		91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	3,714.95	418,146.03	407,400.00
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028		91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	4,068.75	460,808.62	446,200.00
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028		91282CHE4	740,000.00	AA+	Aaa	06/01/23	06/02/23	737,051.56	3.71	4,544.13	737,148.50	722,309.41
US TREASURY N/B NOTES DTD 06/30/2023 4.000% 06/30/2028		91282CHK0	300,000.00	AA+	Aaa	07/06/23	07/10/23	295,054.69	4.37	1,043.48	295,114.57	297,609.36

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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		23,365,000.00					22,336,331.64	2.47	77,767.73	22,553,433.61	21,499,539.04

Supra-National Agency Bond / Note

INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	69.79	149,966.13	147,555.90
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	533.33	299,915.13	283,817.70

Security Type Sub-Total		450,000.00					449,455.50	0.46	603.12	449,881.26	431,373.60
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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	1,520.00	190,161.28	189,082.30
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	282.50	200,000.00	187,766.00
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	161.31	135,000.00	127,475.10
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	41.93	40,113.18	37,112.00
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	115.32	110,000.00	102,058.00
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	309.20	80,000.00	73,741.60
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	34.90	40,000.00	36,593.20

Security Type Sub-Total		795,000.00					799,084.70	1.06	2,465.16	795,274.46	753,828.20
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Federal Agency Commercial Mortgage-Backed Security

FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	36,893.10	AA+	Aaa	12/13/19	12/18/19	38,685.88	2.14	102.87	37,141.87	36,384.24
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Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security												
FHMS 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	111,553.06	106,285.10
FHMS K061 A2	DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	233,018.02	228,679.80
FHMS KJ46 A1	DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	275,000.00	AA+	Aaa	07/19/23	07/27/23	274,993.13	4.78	1,094.73	274,993.15	272,107.14
FHMS K505 A2	DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	328,224.19	325,188.68
FNA 2023-M6 A2	DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	339,154.42	336,602.70
Security Type Sub-Total			1,331,893.10					1,329,137.22	4.29	4,657.46	1,324,084.71	1,305,247.66
Federal Agency Bond / Note												
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	944.06	190,407.68	188,544.60
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	297.22	199,661.72	185,216.40
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	446.88	259,815.01	241,111.52
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	618.75	360,651.64	333,846.72
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	262.50	199,779.71	184,624.40
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	106.94	175,076.44	160,914.43
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	137.50	225,421.85	206,889.97
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	186.39	304,762.55	280,450.86

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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	19.27	184,636.33	169,195.64
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	316.88	194,622.25	177,690.44
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	682.50	419,029.69	382,717.86
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	17,178.37	999,722.85	974,601.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	380.00	284,631.27	259,013.70
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	215.83	184,698.49	167,658.47

Security Type Sub-Total		4,185,000.00					4,184,914.54	1.52	21,793.09	4,182,917.48	3,912,476.01
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Corporate Note

PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	2,897.56	260,350.34	255,796.32
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	113.56	114,956.34	110,610.22
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB) DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	1,662.50	301,429.28	293,216.40
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	655.50	361,955.11	351,531.72
JPMORGAN CHASE & CO CORPORATE NOTES (CAL) DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A1	09/09/20	09/16/20	115,000.00	0.65	281.61	115,000.00	114,289.53

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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												
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024		06051GJH3	150,000.00	A-	A1	10/16/20	10/21/20	150,000.00	0.81	327.38	150,000.00	148,176.45
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	2,408.25	194,536.21	183,291.10
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	504.00	60,191.09	56,951.40
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	756.00	90,286.64	85,427.10
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	2,394.83	298,264.39	280,643.24
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	2,205.00	244,779.28	236,803.77
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	122.62	50,000.00	48,088.60
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	134.89	55,036.54	52,897.46
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	970.31	141,161.54	130,294.71
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	157.93	115,000.00	110,002.33
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	183.47	50,000.00	47,305.35

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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												
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	117.00	71,627.15	65,289.38
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026		06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	2,460.92	220,000.00	211,797.08
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	21.67	24,970.46	22,908.43
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	108.33	124,946.79	114,542.12
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	56.94	200,446.45	180,465.40
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	85.42	284,548.47	270,698.10
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027		00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	3,870.00	336,517.22	331,385.40
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027		46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,128.27	240,391.83	234,425.62
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027		437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	3,729.44	332,428.17	325,571.40
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	115,000.00	A	A2	07/11/23	07/14/23	114,828.65	4.98	268.81	114,830.34	115,600.88
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	135,000.00	A	A2	07/13/23	07/17/23	136,833.30	4.64	315.57	136,818.22	135,705.37
Security Type Sub-Total			4,747,000.00					4,715,770.73	2.49	27,937.78	4,690,471.86	4,513,714.88

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

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												
TORONTO DOMINION BANK NY CERT DEPOS	DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	13,530.65	325,000.00	324,827.49
COOPERAT RABOBANK UA/NY CERT DEPOS	DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	504.47	325,000.00	317,823.35
Security Type Sub-Total			650,000.00					650,000.00	5.26	14,035.12	650,000.00	642,650.84
Asset-Backed Security												
CARMX 2020-1 A3	DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	7,604.73	AAA	NR	01/14/20	01/22/20	7,603.23	1.89	6.39	7,604.31	7,576.59
HAROT 2021-1 A3	DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	19,834.51	NR	Aaa	02/17/21	02/24/21	19,834.14	0.27	1.49	19,834.36	19,434.79
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	24,178.10	AAA	NR	04/20/21	04/28/21	24,175.56	0.38	4.08	24,176.87	23,596.52
CARMX 2021-1 A3	DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	13,587.45	AAA	NR	01/20/21	01/27/21	13,584.76	0.34	2.05	13,586.14	13,213.59
TAOT 2021-C A3	DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	59,757.00	AAA	Aaa	09/21/21	09/27/21	59,752.24	0.43	11.42	59,754.28	57,640.21
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	39,962.07	AAA	NR	04/13/21	04/21/21	39,953.46	0.52	9.24	39,957.52	38,616.96
HART 2021-C A3	DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	34,224.53	AAA	NR	11/09/21	11/17/21	34,216.89	0.75	11.26	34,219.79	32,983.81
DCENT 2021-A1 A1	DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,992.59	52,004.27
Security Type Sub-Total			254,148.39					254,108.50	0.54	60.11	254,125.86	245,066.74
Managed Account Sub-Total			35,778,041.49					34,718,802.83	2.41	149,319.57	34,900,189.24	33,303,896.97

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)						
Securities Sub-Total	\$35,778,041.49	\$34,718,802.83	2.41%	\$149,319.57	\$34,900,189.24	\$33,303,896.97
Accrued Interest						\$149,319.57
Total Investments						\$33,453,216.54



STAFF REPORT
9/13/2023

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – July 31, 2023

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for July of 2023.

EXECUTIVE SUMMARY:

On June 28, 2023, 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 July 31, 2023. 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.



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorization to file a Notice of Completion for Meter Exchange Project 2023

STAFF RECOMMENDATION:

Accept the Meter Exchange Project 2023 as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On July 26, 2023, the City of Coachella acted to Reject IRC Backflow’s bid as “Non-Responsive”, and authorize the City Manager to execute a contract with The Van Dyke Corporation, in the amount of \$80,400.00 plus 10% contingency for the replacement of 600 domestic consumption meters.

The existing metering system for CWA is read through an Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) system. City Staff exchanged 595 existing defective water meters that were unable to be read by the AMR meter reading system. These meters were replaced with new “Hi-Tech” meters that are compatible with the City’s AMI system, thereby streamlining the water meter reading and billing process for the residents and the City.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications, and applicable standards. Staff recommends the acceptance of this project and that the City Council authorizes the filing of a Notice of Completion.

FISCAL IMPACT:

Project funding allocation of \$88,440.00 was not included in FY 2023-24. A funding appropriation is requested from the reserve balance in the Water Utility Fund to be placed under budget line item account 178-21-120-10-334-000. The project was awarded with an original contract amount of \$80,400.00 plus 10% for contingency. The project was completed with Contract Quantity Adjustment Change Order #1 for a credit in the amount (\$760.00). The project was constructed within budget including all quantities totaling \$79,730.00.

To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.

When Recorded, return to:

Delia Granados, Deputy City Clerk
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Meter Exchange Project 2023 has been completed and was accepted by the undersigned awarding authority on the date hereof. The exchanged meters are located within City right-of-way on various properties located within the City of Coachella.

The contractor on such work was The Van Dyke Corporation and the surety on his bond is Western Surety Company located at 151 N. Franklin St, 17th Floor, Chicago, IL 60606

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

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

Date: November 8, 2023
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor
City of Coachella

State of California)
) ss
County of Riverside)

I hereby certify that I am the Deputy City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on _____ (Date)
(City Where Signed)

Delia Granados, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize execution of Amendment No. 1 between the City of Coachella and Conserve Landcare LLC for Project No. 042623, in the amount of \$450,000.

STAFF RECOMMENDATION:

Authorize execution of Amendment No. 1 between the City of Coachella and Conserve Landcare LLC for Project 042623, in the amount of \$450,000.

EXECUTIVE SUMMARY:

The City awarded a Request for Proposals (RFP) for Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-40 Project No. 042623, on June 28, 2023, to Conserve Landscape LLC. The awarded agreement was for a two-year term (July 1, 2023 – June 30, 2025), in the amount of \$1,821,075 (two-year term).

Due to the significant erosion and damages sustained by various LLMDs by the summer storms, staff is recommending increasing the awarded compensation by \$450,000 to allow for the required repair work. Staff recommends award of the attached Amendment No. 1 to Conserve Landcare LLC that will increase compensation by \$450,000.

FISCAL IMPACT:

The recommended action will provide improvements to those LLMD areas with available Fund Balances as published in the adopted FY 2023/2024 Engineer's Report, which includes the following Districts: 15, 16, 17, 18, 20, 22, 25, 29, 30, 31, 32, 35 36 and 38. The recommended action will not negatively impact these LLMDs.

Attachment:
Amendment No. 1

**Amendment No. 1 to the Maintenance Services Agreement
Between the City of Coachella
and
Conserve Landcare LLC Project No. 042623**

1. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1 ") is made and entered into this 8th day of November, 2023 by and between the City of Coachella ("City") and Conserve Landcare LLC, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for the Landscape Maintenance Services for Landscape Lighting and Maintenance Districts 1-40 Project 042623 ("Agreement"), entered into on June 28, 2023.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

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 **Two Million Two Hundred Seventy One Thousand Seventy-Five Dollars and Zero Cents (\$2,271,075.00) 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.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.1 as of the date first written above.

THE CITY OF COACHELLA

CONSERVE LANDSCAPE LLC

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize execution of Amendment No. 1 between the City of Coachella and Yunex LLC for Project No. 093021, increasing compensation in the amount of \$60,000 and allocating \$60,000 from undesignated general funds to the street division professional services account.

STAFF RECOMMENDATION:

Authorize execution of Amendment No. 1 between the City of Coachella and Yunex LLC for Project No. 093021, increasing compensation in the amount of \$60,000 and allocating \$60,000 from undesignated general funds to the street division professional services account.

EXECUTIVE SUMMARY:

On December 8, 2021, the City awarded a Request for Proposals (RFP) for the Traffic Signal Maintenance Project No. 093021 to Yunex LLC. The awarded contract was for a three-year term and total compensation of \$180,000. Due to the summer storms, one traffic signal and one traffic-calming device require replacement: the traffic signal is located at Dillon/Cabazon and the pedestrian crossing flashing beacon system is located at Avenue 50/Mecca Street. Both of these repairs will total \$60,000 to complete. Staff recommends award of the attached Amendment No. 1 to Yunex LLC that will increase compensation by \$60,000 for the identified repairs.

FISCAL IMPACT:

The recommended action will require an allocation of \$60,000 from unallocated general funds to the street division traffic signal professional services account.

Attachment:
Amendment No. 1

**Amendment No. 1 to the Maintenance Services Agreement
Between the City of Coachella
and
Yunex LLC**

1. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1") is made and entered into this 8th day of November, 2023 by and between the City of Coachella ("City") and Yunex LLC, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Traffic Signal Maintenance Services Agreement ("Agreement"), entered into on December 8, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

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 **Two Hundred Fifty Five Thousand Dollars and Zero Cents (\$255,000.00) 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.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.1 as of the date first written above.

THE CITY OF COACHELLA

YUNEX LLC

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 072023 for \$50,000.

STAFF RECOMMENDATION:

Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 072023 for \$50,000.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Holiday Lighting and Decorations Project No. 072023. The City received two responses for this RFP: from Hi-Tech Lights and The Christmas Kings. The project scope of work includes design and installation of holiday décor that is synchronized to music along Sixth Street in front of City Hall and the Coachella Library.

Staff received one bid protest from HiTech Lights (attached). The protest states overall that the scope of work as published was too vague and written to favor The Christmas Kings. The City Attorney’s staff reviewed the bid protest and found it was without merit; the City’s response to the bid protest is also attached.

Staff is recommending award to The Christmas Kings. The proposed agreement, will have a term beginning November 1, 2023 – January 8, 2024 and compensation in the amount of \$50,000.

FISCAL IMPACT:

The proposed work was approved in the current budget and the recommended action will not have a fiscal impact.

Attachments:

Bid Protest from Hi-Tech Lights
City’s Bid Protest Response
Proposed Agreement



October 1, 2023

City of Coachella
Attn: Maritza Martinez, Public Works Director
53462 Enterprise Way
Coachella, CA 92236



**RE: RFP #072023 (Holiday Lighting & Decorations)
Bid Award Protest**

Dear Ms. Martinez,

My name is Michael Simmons and I'm the President of HiTech Lights. This letter is my official protest of bid award for RFP #072023 (Holiday Lighting & Decorations) which was awarded to The Christmas Kings on September 26, 2023. Notice of this award was sent to me via email by Vincent Orfano which included a scoresheet where HiTech Lights scored 185 out of 200 points and The Christmas Kings scored 194 out of 200 points, no other bidders were listed.

I want to make it very clear that this protest is not being made as a disgruntled vendor or bidder who is upset because they weren't awarded the contract. This protest is being made by a business owner and taxpayer who believes that the California public procurement bidding process is a means to protect the public interests. As you know in California, the right to protest a government solicitation or contract award is set forth in the California Public Contract Code, California Code of Regulations, and other code sections, which affords me such rights to file this formal protest of bid award. California competitive bidding process is a means of protesting the public interest and is aimed **"to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable... for the benefit of property holders and taxpayers, and NOT for the benefit or enrichment of bidders."**

I, Michael Simmons, hereby protest the bid award for RFP #072023 under the following grounds, including, but not limited to:

1. The City has released an RFP that is very vague and not detailed in exactly what the City's expectations are for a scope of work and what deliverables are to be provided by a bidder. The RFP's "Proposed Scope of Services" literally states:
 - a. "The lighting and decorations will be installed at two locations..."
 - b. "Lighting and decorations shall be securely fastened..."
 - c. "Trees are to be fully wrapped including trunk and branches."
 - d. "The City is requesting proposals include a holiday music and lighting synchronization programming."

(See attachment Exhibit "A")

There are no other directives or language provided under this section to assist a bidder on what a vendor is supposed to be bidding on exactly. **The imprecise and vague wording allows bidders to abuse it contractually or allows "one favorable" bidder to use it to their advantage.** Again, all of this goes against the spirit of the law.

It's my belief this RFP is written in a way that the only way a bidder could successfully provide a successful bid would be one that the City has already worked with, ie. The Christmas Kings. According to the records I've reviewed, The Christmas Kings has been providing holiday lighting and decorations to the City since at least 2021.

2. HiTech Lights decided on its own to try to find out more detailed information on what The Christmas Kings has actually been providing the City. A representative of HiTech Lights on August 2, 2023 a California Public Records Act (CPRA) Request under California Government Code section 7920 et seq. was filed with the City of Coachella's City Clerk office electronically.

The City violated CPRA by not responding to the Request in a timely manner. On August 15, 2023 a followup email was sent to City Clerk asking for an update, and a reply was made on August 17, 2023. Then on August 31, 2023 another followup email was sent to City Clerk asking for an update, and a reply was made. None of the replies by City Clerk complied with CPRA. Then again on September 5, 2023 an in-person inquiry at the City Clerk's office was made to follow-up. It wasn't until September 7, 2023 that the City Clerk provided some records per the request. All untimely and insufficient records... all violating the CPRA.
(See attachment Exhibit "B")

3. On August 14, 2023, I wrote an email to Ms. Martinez on behalf of HiTech Lights informing her that I was going to have a representative present at the upcoming Pre-Proposal Meeting at the City for this RFP and requested that certain questions and information be provided at the meeting, this was done as a courtesy to allow Ms. Martinez to have sufficient time to have such information available at meeting.

A representative of HiTech Lights attended the Pre-Proposal Meeting along with several other vendors, to note, The Christmas Kings was NOT one of those attending vendors. During the meeting the vendors had many questions, hence due to the lack of the RFP's scope of work, and imprecise and vague wording! Ms. Martinez did not provide the requested information from my email at this meeting, she said that she would be providing an Addendum with the answers. However, Ms. Martinez was able to provide some further information at the meeting, such as (i) the City was looking for a lights show comprised of holiday music and sequencing of the lights; (ii) it's the vendor's responsibility to provide all of the music licensing as part of the contract; (iii) she would provide photos in an Addendum of all of the "lighting" and "structural pieces" in the past 2 years that were provided by previous vendor.

On August 23, 2023 the City released Addendum #1 along with an Exhibit "B" containing photos. The information requested via my email versus the information provided as answers in the Addendum were either unresponsive, imprecise, or vague. Further, to note, the actual wording of the questions contained in the Addendum #1 have actually been edited from what the actual questions were worded in my initial email to Ms. Martinez. At no point has the City provided a COMPLETE LIST OR PHOTOS of exactly what the City has been provided with in the past from The Christmas Kings as part of the RFP relating to holiday lighting and decorations.

(See attachment Exhibit "C")

4. On August 31, 2023 the City released Addendum #2 at "the last hour" prior to the bid deadline. The City is closed every Friday of the week, therefore no bidder was able to contact for further clarification. This Addendum asks for "clarify the scope of work regarding installation of C9 lighting at City Hall location." The answer provided in this Addendum is completely contradictive to the original RFP and again showing the "imprecise" spirit of the RFP as a whole.

The RFP's scope of work originally clearly states "City staff will be wrapping all palm trees and installing warm C9 bulbs along the roofline." [for the City Hall building] Now, the Addendum #2 states "Contractor scope of working should include the roofline installation of C9 bulbs at the City Hall ... and Old Firehouse building ..." If there was such an egregious error in the initial RFP, then that error should have been corrected at the Pre-Proposal Meeting and in Addendum #1, NOT in "the last hour" of a bid deadline and when the City is closed.

(See attachments Exhibit "D" & Exhibit "A")

5. Past history has shown The Christmas Kings has not property documented in detail and quantities that it is actually providing to the City as part of the bid and truly what the City is actually paying for.

Upon review of records provided by City on September 7, 2023 in the reply to the CPRA Request made back on August 2, 2023, it included a copy of the City of Coachella Professional Services Agreement Project #082522H (2022 Holiday Lighting & Decorations) between the City and The Christmas Kings, under Exhibit A (page 14) included the exactly language of the City's 2022 RFP's scope of work and nothing else. No detailed list of labor or materials being provided by the vendor, absolutely NOTHING to show what the City actually is receiving from The Christmas Kings for City's payment to them for \$50,000!

(See attachment Exhibit "E")

6. The City has contracted with The Christmas Kings for a holiday lights show with synchronization to holiday music for at least the past 2 years. In those 2 years, The Christmas Kings has provided an inferior lights show using pre-packed music sequencing to the City. The holiday music has been English based. The City allowing this vendor to use only English based holiday music is not in best of public interest. The City of Coachella has a 97.3% HISPANIC population and more than 90% of its residents only speak SPANISH! So why would the City think it's in the best of the public's interest to only have a lights show that is English based only!

For 2023, HiTech Lights proposed a very extensive bilingual English and Spanish holiday lights show with customized synchronization for the lights and décor at the City Hall building. And further proposed an "entertainment" twist to the lights show offering fun holiday jokes and skits between the holiday music playing.

7. Because the City has contracted with The Christmas Kings for a holiday lights show which publicly plays music (that's not public domain) via an audio player and loud speaker system, a music license is required per US Music Copyright laws. The two major music licensing agencies are ASCAP and BMI. There are no records or documentation showing that The Christmas Kings has licensed (or paid for license on behalf of the City) the public playing of the holiday music for the City with either ASCAP or BMI. Thus putting the City at risk for liability of hundreds of thousands of dollars in fines for past and present years.

For 2023, HiTech Lights proposal includes that proper music licensing is required for all holiday music (that's not public domain) being publicly played.

(See attachment Exhibit "F")

8. The City has previously entered into an agreement with The Christmas Kings (identified as “a corporation with its principal place of business at 31500 Grape St, Suite 3233, Lake Elsinore, CA 92532.”) dated October 12, 2022. This corporation identity as stated on this agreement is NOT IN GOOD STANDING with the California Secretary of State since July 27, 2021 and has been SUSPENDED by the Franchise Tax Board and the Secretary of State. Further, as shown the owner/operator “Mathew Kronquist” has resigned as agent for service of legal process for this corporation as of April 21, 2023.

The City has awarded bids to a vendor that for all intensive purposes is ineligible to do business within the State of California per California Business & Professions Code.
(See attachment Exhibit “G”)

I respectfully request that a formal review of this protest and investigation in this matter be completed completely independent of the Public Works department and anyone else involved or associated with the City’s holiday lighting and decorations projects. I further request copies of the initial scoresheets used for all vendors as part of the bid award process for said RFP in this matter. In the event you’d like to discuss this matter further, please do not hesitate to contact me via phone 1-760-567-1448 or email michaels@hitechlights.com.

Regards,



Michael A. Simmons
President



Exhibit “A”

EXHIBIT “A”

PROPOSED SCOPE OF SERVICES

The City of Coachella is interested in receiving proposals from licensed, qualified and experienced holiday and lighting firms to provide holiday lighting and decorations within identified areas of the City of Coachella Downtown area.

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

The scope of work includes the design, installation, maintenance/service and removal. The lighting and decorations will be installed in two locations in Coachella: 1515 Sixth Street (City Hall) and 1500 Sixth Street (Coachella Library). With the focus along the Sixth Street corridor. Electricity is available at each site and the power costs will be paid by the City. Lighting and decorations shall be securely fastened to reduce the likelihood of damages and outages due to wind. All extension cord connections should be wrapped/anchored to protect moisture and prevent tripping hazards. Trees are to be fully wrapped including trunk and branches. The City is requesting proposals include a holiday music and lighting synchronization programming. Holiday lighting and decorations must be completely installed as of November 29, 2023 and removal of the installed items must be done between January 2-5, 2024.

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

Exhibit "B"

On Thu, Aug 17, 2023 at 4:18 PM City Clerk <cityclerk@coachella.org> wrote:

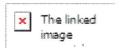
Hello,

I did receive your request. I am currently asking for an update from staff and will get back to you soon.

Thank you.

Delia Granados | Deputy City Clerk
City of Coachella
53462 Enterprise Way • Coachella, CA 92236
Ph. 760 398-3502 Ext 102
Direct Line (760) 262-6240
dgranados@coachella.org

[Website](#) | [Map](#)



City of Coachella Hours:
Monday - Thursday 7:00 a.m. to 6:00 p.m.
Closed Fridays

From: Maria Fernanda Dominguez <mdominguez924@gmail.com>
Sent: August 15 23 10:02 AM
To: City Clerk <cityclerk@coachella.org>
Subject: Public Records Request Status

Hello,

I'm contacting your office because I submitted a public records request on August 2nd and I'm curious what the status on it is. Thank you in advance for your help.

Best,
Maria

From: City Clerk <cityclerk@coachella.org>
Sent: Thursday, August 31, 2023 1:29:24 PM
To: Maria Fernanda Dominguez <mdominguez924@gmail.com>
Subject: RE: Public Records Request Status

Hello,

Staff is working on gathering the information you are requesting. I am hoping to have a response by next week.

Delia Granados | Deputy City Clerk
City of Coachella
53462 Enterprise Way • Coachella, CA 92236
Ph. 760 398-3502 Ext.102
Direct Line (760) 262-6240
dgranados@coachella.org

[Website](#) | [Map](#) | [Facebook](#) | [Twitter](#)



City of Coachella Hours:
Monday - Thursday 7:00 a.m. to 6:00 p.m.
Closed Fridays

From: Maria Fernanda Dominguez <mdominguez924@gmail.com>
Sent: August 31 23 11:52 AM
To: City Clerk <cityclerk@coachella.org>
Subject: Re: Public Records Request Status

Hi Delia,

Can you please provide me with an update as to when I should expect to receive the requested records? It has been over 10 days since you informed me that I should be expecting them "soon." I look forward to hearing from you.

Best,
Maria



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236

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

September 7, 2023

VIA EMAILMdominguez924@gmail.com

Maria Dominguez

**Re: City of Coachella – Maria Dominguez – California Public Records Act Request
– Determination Letter Dated September 5, 2023**

Dear Ms. Dominguez,

This letter responds to your request for records received by the City of Coachella (“City”), under the California Public Records Act (“CPRA”) (Gov. Code § 7920.000 *et seq.*). The request is as follows:

... “Requesting any and all Request for Proposals and the Submissions/Answers to Request for Proposals regarding Christmas and/or Holiday Lighting from 2020 to present. This should include copies of RFPs and their Attachments and Addendums, along with copies of the Award of Contract, binding Contract, winning Bidder’s complete Proposal & Cost, all losing Bidders’ complete Proposals & Costs, etc.”...

In accordance with Gov. Code § 7922.525², the City has records which respond to your request in whole or in part. The City is providing records in electronic format using the link below, which is set to expire on October 5, 2023.

<https://www.imanageshare.com/pd/3V8h0yXyfCp>

Please be advised, the City is withholding certain records from disclosure, in whole or in part, pursuant to the following exemptions:

- Public disclosure of the redacted financial information, such as tax identification numbers, credit card numbers and bank account numbers, are exempt as disclosure could comprise the financial security to the business or organization to which the financial information belongs. Also, disclosure could promote financial fraud. Therefore, the public interest served in withholding the redacted information clearly outweighs any public interest served in disclosure pursuant to Government Code §7922.000.

Because the City will not provide the exempt information described above, the Public Records Act requires the City to provide a written response when a records request is denied, either

Exhibit "C"

Holiday Lights RFP Pre-Proposal Meeting



Michael A. Simmons
 To: mmartinez@coachella.org
 Cc: Juliana Simmons



Mon 8/14/2023 3:20 PM

You replied to this message on 9/13/2023 9:17 AM.
 This message was sent with High importance.

Ms. Martinez:

I will be having Juliana Simmons attending the pre-proposal meeting on behalf of HiTech Lights for the upcoming Holiday Lights RFP tomorrow morning. Please make sure you are able to provide the following information to her:

- What holiday lights, décor, lighting controllers, wireframes, props, etc. does the City **OWN** that City expects to be installed and taken down (and possibly even stored off-site by vendor) as part of RFP? (Detailed list of exact items and inventory. Pictures would also help.)
- What holiday lights, décor, lighting controllers, wireframes, props, etc. does the City **RENT** that City expects to be installed and taken down (and stored off-site by vendor) as part of RFP? (Such as those used in 2021 and 2022. Detailed list of exact items and inventory. Pictures would also help.)
- What holiday lights, décor, ornaments, etc. does the City **RENT** or **OWN** for the decorating of the Tree Lighting tree that City expects to be installed and taken down (and stored off-site by vendor) as part of RFP? (From 2022. Detailed list of exact items and inventory. Specify Rent or Own. Pictures would also help.)
- What existing animated lighting programming/sequences does the City **OWN** as part of the RFP? Or does the City **LICENSE or RENT** them as part of the RFP?
- Does the City have LICENSE from BMI, ASCAP, etc. for the public performance of such musical works used as part of the animated lighting programming or is that part of the RFP and expected to be provided by the Vendor? In either case, please provide copy of license agreement reports from 2022, showing City of Coachella as the licensee or additional licensee, when applicable.
- If the City had a "wish list" for this upcoming Holiday Lights Show for 2023, what would it entail?
- In 2022 for the City's Holiday Lights Show did the City provide all Audio equipment and speakers or was it RENTED from holiday lighting vendor as part of the RFP? Does the City expect the same type of arrangement for 2023.

Thank you!

Regards,

Michael A. Simmons
 HiTech Lights



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236

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

DATE: August 23, 2023

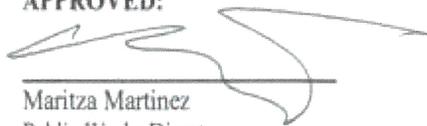
To: All Prospective bidders
Re: Holiday Lighting and Decorations - Project No. 072023

ADDENDUM No. 1

- What holiday lights, décor, lighting controllers, wireframes, props, etc. does the City **OWN** that City expects to be installed and taken down (and possible even stored off-site by vendor) as part of RFP?
 - RFP anticipates consultant to provide all lighting/décor/lighting controllers/wireframes/props.
- What holiday lights, décor, lighting controllers, wireframes, props, etc. does the City **RENT** that City expects to be installed and taken down (and possible even stored off-site by vendor) as part of RFP?
 - None; these items should be included in the consultant’s response.
- What holiday lights, décor, ornaments, etc. does the City **RENT** or **OWN** for the decorating of the Tree Lighting that City expects to be installed and taken down (and possible even stored off-site by vendor) as part of RFP?
 - None.
- What existed animated lighting programming/sequences does the City **OWN** as part of the RFP? Or does the City **LICENSE or RENT** them as part of the RFP?
 - None.
- Does the City have LICENSE from BMI, ASCAP, etc. for the public performance of such musical works used as part of the animated lighting programming or is that part of the RFP and expected to be provided by the Vendor?
 - No.
- In 2022 for the City’ Holiday Light Show did the City provide all Audio equipment and speakers or was it RENTED from holiday lighting vendor as part of the RFP? Does the City expect the same type of arrange for 2023?
 - Equipment was rented. City anticipates this equipment would be rented for 2023 as part of the RFP process.
- Does the City want to purchase the equipment for future events?
 - No

The Bidder is hereby notified; Addendum No. 1 must be acknowledged as stipulated under Section “INSTRUCTIONS TO BIDDERS”, ADDENDA OR BULLETINS, and submitted as part of the Bid. Failure to do so shall result in the City designating said bid as “Non-Responsive”.

APPROVED:


Maritza Martinez
Public Works Director

ADDENDUM No. 1

EXHIBIT "B"
CITY OF COACHELLA HOLIDAY LIGHTS

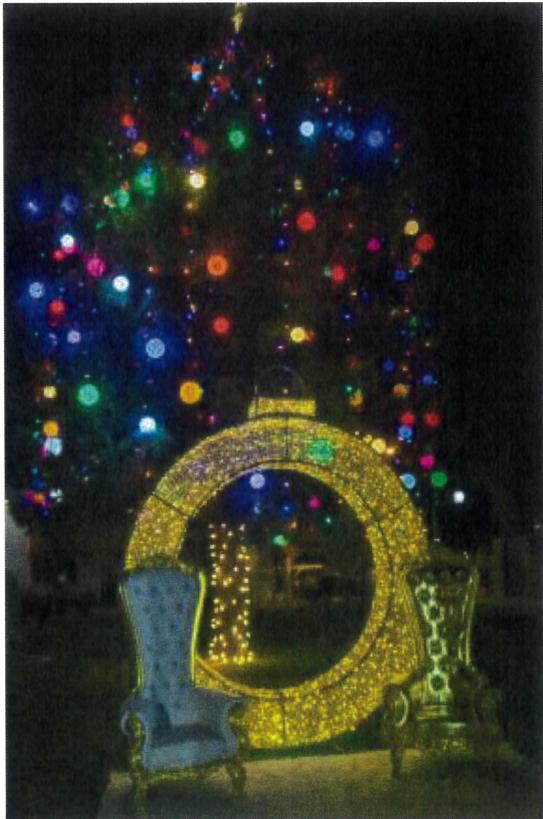
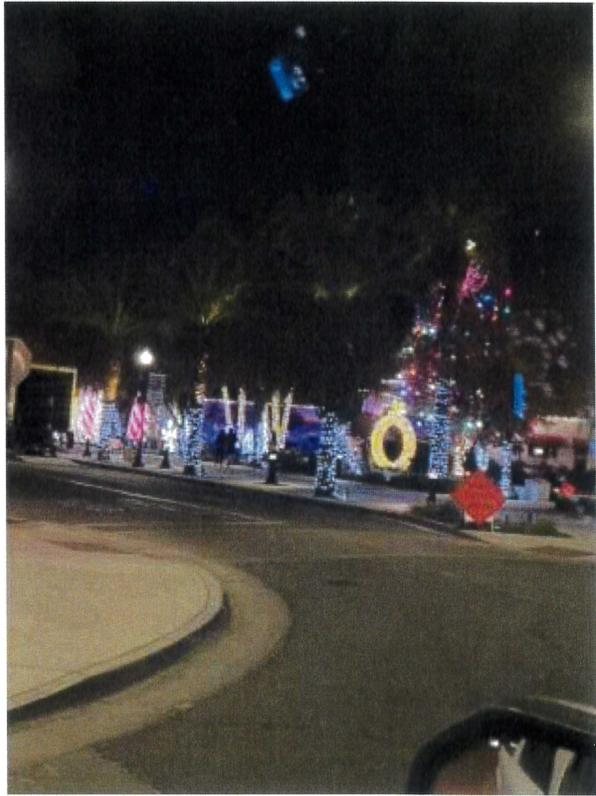


Exhibit "D"



CITY OF COACHELLA

53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236

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

DATE: August 31, 2023

To: All Prospective bidders
Re: Holiday Lighting and Decorations - Project No. 072023

ADDENDUM No. 2

- Clarify the scope of work regarding installation of C9 lighting at City Hall location.
 - Contractor scope of work should include the roofline installation of C9 bulbs at the City Hall (1515 Sixth St.) and Old Firehouse building (1517 Sixth St.).

The Bidder is hereby notified; Addendum No. 2 must be acknowledged as stipulated under Section "INSTRUCTIONS TO BIDDERS", ADDENDA OR BULLETINS, and submitted as part of the Bid. Failure to do so shall result in the City designating said bid as "Non-Responsive".

APPROVED:



Maritza Martinez
Public Works Director

Exhibit “E”

Exhibit A

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

The scope of work includes the design, installation, maintenance/service and removal. The lighting and decorations will be installed in two locations in Coachella: 1515 Sixth Street (City Hall) and 1500 Sixth Street (Coachella Library). With the focus along the Sixth Street corridor. Electricity is available at each site and the power costs will be paid by the City. Lighting and decorations shall be securely fastened to reduce the likelihood of damages and outages due to wind. All extension cord connections should be wrapped/anchored to protect moisture and prevent tripping hazards. Trees are to be fully wrapped including trunk and branches. The City is requesting proposals include a holiday music and lighting synchronization programming. Holiday lighting and decorations must be completely installed as of December 5, 2022 and removal of the installed items must be done between January 2-5, 2023.

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

Exhibit "F"

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and _____

("LICENSEE"), located at

as follows:

I. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing _____, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;



LOCAL GOVERNMENT ENTITIES 2023 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$420.00
50,001	to	75,000	\$840.00
75,001	to	100,000	\$1,008.00
100,001	to	125,000	\$1,345.00
125,001	to	150,000	\$1,680.00
150,001	to	200,000	\$2,185.00
200,001	to	250,000	\$2,686.00
250,001	to	300,000	\$3,195.00
300,001	to	350,000	\$3,697.00
350,001	to	400,000	\$4,202.00
400,001	to	450,000	\$4,702.00
450,001	to	500,000	\$5,209.00
500,001	and over		*** \$6,384

*** \$6,384.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$84,004.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$420.00.

License Fee for Year 2024 and Thereafter

For each calendar year commencing 2024, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

Exhibit "G"

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT PROJECT NO. 082522H

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022, by and between the **City of Coachella**, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and **The Christmas Kings**, a corporation with its principal place of business at 31500 Grape St, Suite 3233, Lake Elsinore, CA 92532. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

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

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

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

THE CHRISTMAS KINGS (3954284) X



Request Certificate

<i>Initial Filing Date</i>	10/13/2016
<i>Status</i>	Suspended - FTB/SOS
<i>Standing - SOS</i>	Not Good
<i>Standing - FTB</i>	Not Good
<i>Standing - Agent</i>	Not Good
<i>Standing - VCFCF</i>	Good
<i>Inactive Date</i>	07/27/2021
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	18650 COLLIER AVE UNIT J MENIFEE, CA 92584
<i>Mailing Address</i>	18650 COLLIER AVE UNIT J LAKE ELSINORE, CA92530
 <i>Statement of Info Due Date</i>	10/31/2019
<i>Agent</i>	Individual NO AGENT AGENT RESIGNED OR INVALID



View History



Request Access

History			
Expand All			
Agent Resignation - 4/21/2023			
Amendment Type	Field Name	Changed From	Changed To
Agent Resignation	Standing - Agent	Good	Not Good
Control ID	CRA Changed	MATHEW KRONQUIST 18650 COLLIER AVE LAKE ELSINORE, CA 92530	NO AGENT AGENT RESIGNED OR INVALID
Date			
4/21/2023			
Image Download			
Download			
System Amendment - FTB Suspended - 11/1/2021			
Amendment Type			
System Amendment - FTB Suspended			
Control ID			
LBA24204533			
Date			
11/1/2021			
System Amendment - SOS Suspended - 7/27/2021			
Amendment Type			
System Amendment - SOS Suspended			
Control ID			
LBA24204532			
Date			
7/27/2021			
System Amendment - Pending Suspension - 12/29/2020			
Amendment Type			
System Amendment - Pending Suspension			
Control ID			
LBA24204531			
Date			



BA20230665887



STATE OF CALIFORNIA
Office of the Secretary of State
RESIGNATION OF AGENT FOR SERVICE OF PROCESS
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230665887
Date Filed: 4/21/2023

B1692-9787 04/21/2023 2:42 PM Received by California Secretary of State

Entity Details	
Entity Name	THE CHRISTMAS KINGS
Entity No.	3954284
Resigning Agent for Service of Process	
Agent Name	MATHEW KRONQUIST
<input checked="" type="checkbox"/> I confirm that I am the Agent for Service of Process for the above listed entity.	
Statement of Resignation	
The undersigned hereby resigns as agent upon whom process may be served in California for the above named entity.	
Electronic Signature	
<input checked="" type="checkbox"/> I declare I am the person who signed this document, which execution is my act and deed.	
<u>Matthew Kronquist</u>	<u>04/21/2023</u>
Signature of Resigning Agent for Service of Process	Date

	<h2 style="margin: 0;">State of California</h2> <h3 style="margin: 0;">Secretary of State</h3> <h4 style="margin: 5px 0;">Statement of Information</h4> <p style="margin: 0;">(Domestic Stock and Agricultural Cooperative Corporations)</p> <p style="margin: 0;">FEES (Filing and Disclosure): \$25.00.</p> <p style="margin: 0;">If this is an amendment, see instructions.</p> <p style="margin: 0;">IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</p>	<div style="border: 1px solid black; padding: 2px; width: 20px; margin: 0 auto;">S</div>	<h2 style="margin: 0;">FQ32155</h2> <h2 style="margin: 0;">FILED</h2> <p style="margin: 10px 0;">In the office of the Secretary of State of the State of California</p> <p style="margin: 20px 0;">AUG-11 2017</p> <p style="margin: 10px 0; font-size: small;">This Space for Filing Use Only</p>
<p>1. CORPORATE NAME THE CHRISTMAS KINGS</p>			
<p>2. CALIFORNIA CORPORATE NUMBER C3954284</p>			
<p>No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)</p> <p>3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.</p> <p><input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.</p>			
<p>Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)</p>			
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
18650 COLLIER AVE UNIT J, MENIFEE, CA 92584			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
18650 COLLIER AVE UNIT J, LAKE ELSINORE, CA 92530			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
THE CHRISTMAS KINGS 18650 COLLIER AVE UNIT J, LAKE ELSINORE, CA 92530			
<p>Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)</p>			
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE ZIP CODE
MATHEW KRONQUIST	25315 APACHE HILL CI, MENIFEE, CA 92584		
8. SECRETARY	ADDRESS	CITY	STATE ZIP CODE
MELISSA KRONQUIST	25315 APACHE HILL CI, MENIFEE, CA 92584		
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE ZIP CODE
MATHEW KRONQUIST	25315 APACHE HILL CI, MENIFEE, CA 92584		
<p>Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)</p>			
10. NAME	ADDRESS	CITY	STATE ZIP CODE
MELISSA KRONQUIST	25315 APACHE HILL CI, MENIFEE, CA 92584		
11. NAME	ADDRESS	CITY	STATE ZIP CODE
MATHEW KRONQUIST	25315 APACHE HILL CI, MENIFEE, CA 92584		
12. NAME	ADDRESS	CITY	STATE ZIP CODE
<p>13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0</p>			
<p>Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.</p>			
<p>14. NAME OF AGENT FOR SERVICE OF PROCESS (Note: The person designated as the corporation's agent must be a resident of California, or a corporation organized under the laws of California.)</p> <p>MATHEW KRONQUIST</p>			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
18650 COLLIER AVE UNIT J, LAKE ELSINORE, CA 92530			
<p>Type of Business</p>			
<p>16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION CHRISTMAS LIGHT INSTALLATION</p>			
<p>17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.</p>			
08/11/2017	MATHEW KRONQUIST	PRESIDENT	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
<p>SI-200 (REV 01/2013) Page 1 of 1 APPROVED BY SECRETARY OF STATE</p>			



October 30, 2023

Michael Simmons
 HiTech Lights, Inc.
 78365 Highway 111 Ste 400
 La Quinta, CA 92253

Re: RFP #072023 Bid Award Protest Response – Holiday Lighting and Decorations

Dear Mr. Simmons:

The City of Coachella (“City”) is in receipt of HiTech Lights’ (“HiTech”) letter dated October 1, 2023 (“Protest”), protesting the City’s selection of The Christmas Kings (“TCK”) to perform holiday lighting services in response to the City’s above-referenced Request For Proposals (“RFP”). In short, although HiTech provides several reasons, its sole point is that the RFP scope of work was ambiguous and that the City intentionally made the scope of work ambiguous to benefit TCK. After a review of the Protest, City staff has determined that the Protest lacks merit and is, in part, time-barred.¹

First, contrary to HiTech’s assertions in the Protest, the RFP was not let under the City’s formal competitive bidding process and HiTech erroneously reviews TCK’s proposal under that framework. Even so, HiTech’s assertion that the structure and format of the RFP somehow granted a competitive advantage to TCK is entirely speculative. Since HiTech provided no actual, overt evidence that the City intended to benefit TCK by drafting an ambiguous scope of work, HiTech’s protest lacks merit. (See *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1188; *Konica Business Machs. U. S. A. v. Regents of Univ. of Cal.* (1988) 206 Cal.App.3d 449, 454.) Nor does HiTech’s assertion withstand scrutiny because it failed to explain why the City issued numerous addenda seeking to clarify the scope of work in the RFP if the City in fact intended the ambiguity in that scope to benefit TCK.

Moreover, even under this standard, a bid is responsive if the bid promises to do what the bidding instructions demand. (*Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal.App.4th 1425, 1452, quoting *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341; *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 368.) This is not a complex question and can usually be determined from “the face of the bid.” (*Great West Contractors, Inc. v. Irvine Unified School District, supra*, 187 Cal.App.4th at p. 1452.) HiTech has not expressly alleged that TCK’s

¹ The Protest alleges that the City violated the California Public Records Act (“CPRA”). As a protest is not the proper channel to assert CPRA violations, the City will not respond to those assertions here and is currently reviewing HiTech’s allegation.

proposal deviated from the RFP requirements, let alone substantiated that the deviation was material and could not be waived.

It is for that reason, that the City would not be able to review HiTech's allegation that TCK is suspended by the Franchise Tax Board. That allegation requires a review of information outside of TCK's proposal and may in effect transform this inquiry into an inquiry of responsibility that triggers due process concerns. *See D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 763-770. Nevertheless, the City has satisfied itself that TCK is a fictitious business name and TCK is operating under a corporation that is active.

Second, the Protest does not show why the City should not award the contract to TCK under the more lenient standard of review applicable to competitive solicitations. While the City generally may not be able to consider evaluation factors not specified in a competitive solicitation, and may not improperly influence the selection process (see, e.g., 10 McQuillin, Mun. Corp. (3d ed.) § 29:31; see also *Schram Construction, Inc. v. Regents of University of California* (2010) 187 Cal.App.4th 1040, 1061), neither occurred here.

In short, the Protest, in large part, simply asserts that the RFP was not sufficiently detailed, which impacted HiTech's ability to provide a competitive proposal. This assertion is flawed for several reasons. The City provided adequate opportunity for any prospective proposer to ask questions throughout the competitive solicitation process, which HiTech could have availed itself of. Indeed, section XI(A) of the Instructions to Proposers in the RFP provides: "Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled submittal deadline." Accordingly, this Protest is thirty-eight (38) days late, and to the extent that the RFP was not sufficiently detailed to allow for an adequate bid, HiTech has expressly waived any protest on that basis. Finally, the fact that HiTech was able to provide pricing indicates that HiTech was sufficiently familiar with the requirements of the RFP and was able to respond and generate its proposal.

For these reasons, staff has determined that the Protest is meritless and otherwise time-barred and will recommend that the City Council **REJECT** the Protest and award the contract to TCK at the November 8, 2023 City Council meeting.

Please contact the undersigned with any questions or concerns.

Very Truly Yours,



Maritza Martinez
Public Works Director
City of Coachella

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 072023**

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of November, 2023, by and between the **City of Coachella**, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and **The Christmas Kings**, a corporation with its principal place of business at 31500 Grape St, Suite 3233, Lake Elsinore, CA 92532. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

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

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **November 1, 2023 to January 8, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

THE CHRISTMAS KINGS

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Mathew Kronquist, Owner Operator

Attest:

By: _____
City Clerk

Approved as to Form:

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

Exhibit A

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

The scope of work includes the design, installation, maintenance/service and removal. The lighting and decorations will be installed in two locations in Coachella: 1515 Sixth Street (City Hall) and 1500 Sixth Street (Coachella Library). With the focus along the Sixth Street corridor. Electricity is available at each site and the power costs will be paid by the City. Lighting and decorations shall be securely fastened to reduce the likelihood of damages and outage due to wind. All extension cord connections should be wrapped/anchored to protect moisture and prevent tripping hazards. Trees are to be fully wrapped including trunk and branches. The City is requesting proposals include a holiday music and lighting synchronization programming. Holiday lighting and decorations must be completely installed as of November 28, 2023 and removal of the installed items must be done between January 8-10, 2024.

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



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

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

STAFF RECOMMENDATION:

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

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 23-24 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

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

ALTERNATIVES:

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

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

ATTACHMENTS:

CBG Application Packet



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

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

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

1. Application Funding Cycle:

Date: 07/06/2023

July 1, 2023 - June 30, 2024

2. Total Amount Requested: \$ 1000.00

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

3. Proposed Program/Service of Funding Request:

American Outreach Foundation "Need A Powerchair Program"

4. Agency/Organization:

American Outreach Foundation

5. Mailing Address:

PO Box 2702

City: Rancho Zip: 92270

6. Telephone: (760) 674-4861

Fax:

7. Official Contact Person:

Name: Oscar Llort

Title: President

Telephone: (760) 832-1871

Fax:

E-mail:

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

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

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

2018/2023, \$4,000 received for Need A Powerchair Program

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

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

To meet an immediate and ongoing need, we will use the funds you provide to cover the associated costs of providing power wheelchairs & scooters to Veterans and low-income

13. Describe briefly how the requested funds will be used.
We will use the funds requested to offset the related costs of service for recipients from the City of Coachella. These costs include but are not limited to collecting, refurbishing, and repairing electric wheelchairs; delivering and maintaining power wheelchairs.

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

Yes, additional funding needs are ongoing. Through our program, we deliver all year-round chairs throughout the Coachella Valley, including recipients in the City of Coachella.

Similarly, we also provide ongoing numbers of maintenance calls to fix and/or refurbish &

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

With over 16 years of serving the cities of the Coachella Valley, our goal is to continue serving Veterans, low-income seniors and the under-insured with mobility issues. AOF applies to grants on a recurring basis from various organizations. We continue to brand AOF

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

Funds received will be used to help residents/recipients in the City of Coachella. Our efforts are concentrated throughout the Coachella Valley, with an emphasis on Veterans, low-income seniors, or under-insured individuals who have mobility issues in disadvantaged

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

We serve clients from different groups or categories because we believe that mobility is a human right that should not be limited by age, race, gender, financial situation, or immigration status. Our mission is to enhance the well-being of Veterans, low-income

18. Attach a proposed budget for requested funds.

Authorized Official: Oscar Llort

Title: President

Signature: Oscar Llort

Date: 10-19-2023

18. Attach a proposed budget for requested funds.

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

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

Description	Program Costs
Cost of Batteries	\$1100
Pick up & delivery costs	\$650
Estimated refurbishing costs	\$350
Incurred administrative costs	\$250
Total Program Budget	\$2350.00

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 024818 Item 18.
Dec. 04, 2014 LTR 4168C 0
26-0427467 000000 00
00037413
BODC: TE

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



039329

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

Dear Taxpayer:

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

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

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

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

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

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

024815332

00037414

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

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

Sincerely yours,

Susan M. O'Neill

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



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize execution of Amendment No. 3 between the City of Coachella and CV Pipeline for storm drain system maintenance services, for \$150,000; increase appropriation of \$50,000 for street division storm drain professional services account.

STAFF RECOMMENDATION:

Authorize execution of Amendment No. 3 between the City of Coachella and CV Pipeline for storm drain system maintenance services, for \$150,000; increase appropriation of \$50,000 for street division storm drain professional services account.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for Storm Drain Maintenance Services. City Council awarded this maintenance agreement to CV Pipeline in the amount of \$424,431; this maintenance agreement is for services needed along city maintained roadways and within city LLMDs. The term of this agreement is August 1, 2020 to June 30, 2024.

Staff is recommending award of the attached Amendment No. 3 to CV Pipeline increasing compensation to allow for additional storm maintenance needed to remediate the impacts of the summer storms, in the amount of \$150,000.

FISCAL IMPACT:

The additional services were not budgeted as the impacts of these storms are not standard and additional storm maintenance services are needed to maintain storm systems; allocation is required of \$50,000 from general fund unallocated funds to the streets division storm drain professional services account to allow for non-LLMD storm systems.

Attachment:
Amendment No. 3

**Amendment No. 3 to the Maintenance Services Agreement
Between the City of Coachella
and
CV Pipeline**

1. Parties And Date.

This Amendment No. 3 to the Maintenance Services Agreement ("Amendment No.3") is made and entered into this 8th day of November, 2023 by and between the City of Coachella ("City") and CV Pipeline, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.3.

2. Recitals.

2.1 Agreement. City and Contractor entered into that certain Agreement for Landscape Maintenance Service for Storm Drain System Maintenance ("Agreement"), entered into on July 22, 2020.

2.2 Amendment. City and Contractor have amended this Agreement for the first time on September 9, 2020 and for the second time on June 28, 2023. The City and Contractor desire to amend the Agreement for the third time to amend the compensation as set forth in this Amendment No. 3.

3. Amendments.

3.1. Compensation. Section 3.3.1 Compensation of the Agreement is hereby deleted in its entirety and replaced with the following:

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 **Seven Hundred Ninety-Nine Thousand Four Hundred Thirty-One Dollars and No Cents (\$799,431.00)**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.3.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.3.

3.4 Counterparts. This Amendment No.3 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.3 as of the date first written above.

THE CITY OF COACHELLA

CV PIPELINE

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize execution of Amendment No. 1 between the City and BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122, increasing compensation by \$150,000.

STAFF RECOMMENDATION:

Authorize execution of Amendment No. 1 between the City and BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122, increasing compensation by \$150,000.

EXECUTIVE SUMMARY:

On October 12, 2022, the City awarded a Request for Proposals (RFP) for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122, to BRC Construction. This awarded contract allows for support of several unanticipated repair jobs, including erosion repairs, which are needed in various districts. Most notably these repairs are needed in the following districts: 16, 30, 31, 32, and 38. Staff is recommending award of Amendment No. 1 (increasing compensation by \$150,000) to this maintenance agreement to allow for support of some of the needed repairs in the above noted districts.

FISCAL IMPACT:

The recommended action will provide improvements to those LLMD areas with available Fund Balances as published in the adopted FY 2023/2024 Engineer's Report, which includes the following Districts (as noted above): 16, 30, 31, 32 and 38. The recommended action will not negatively affect these LLMDs.

Attachment:

Proposed Agreement

**Amendment No. 1 to the Agreement
Between the City of Coachella
and
BRC Construction Project No. 081122**

2. Parties And Date.

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1 ") is made and entered into this 8th day of November, 2023 by and between the City of Coachella ("City") and BRC Construction, ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

2. Recitals.

2.2 Agreement. City and Contractor entered into that certain Agreement for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts ("Agreement"), entered into on October 12, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

3. Amendments.

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

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 **Six-hundred thousand dollars and zero cents (\$600,000.00) 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.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No. 1 as of the date first written above.

THE CITY OF COACHELLA

BRC CONSTRUCTION

By: _____

Dr. Gabriel D. Martin
City Manager

By: _____

Attest:

City Clerk

Approved as to Form:

Carlos Campos, City Attorney



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment #3 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the amount of \$99,027.50 to provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69.

STAFF RECOMMENDATION:

Authorize City Manager to Execute Amendment #3 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the amount of \$99,027.50 to provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69

EXECUTIVE SUMMARY:

The Avenue 50 Bridge projects at State Route 86 and the Coachella Valley Storm Water Channel (also known as the Whitewater river) are separated into 2 phases. Phase 1 of the overall project is the Avenue 50 Bridge over Coachella Valley Storm Water Channel (CVSC) Project (Project # 2015-ST-69) and Phase 2 is the Avenue 50 interchange and the SR-86/Avenue 50 New Interchange, Project # 2015-ST-81. Both phases of project in tandem hereto identified as the “Project”. The current funding request is for completion of Professional Services and Engineering for Phase 1 only.

The City has secured federal funding for construction for Phase 1 only at this time and is ready to proceed to final design in preparation of Plans, Specifications and Estimates (PS&E) and acquiring right of way (ROW) for Phase 1 now. Phase 2 is to start shortly after the City successfully secures federal funding for phase 2 work.

The City has executed a Professional Services Agreement (PSA) with AES. The existing PSA included 6 tasks, including preliminary engineering services, environmental, and final design and preparation of plans specifications and Construction Engineering support services. AES has successfully completed 4 of the 6 tasks for the preliminary engineering and environmental phases of the project. This current Contract Amendment is for the completion of optional tasks 5 and 6 as outlined in the Scope of work in the attached PSA.

BACKGROUND:

AES has successfully obtained Advance Authorization to proceed with the PS&E phase of the project. Based on these agreements, the Federal Highway Bridge Program will fund a total of 88.53% of the complete project including all phases when the project is complete. The City and CVAG will split the remaining 11.47 % of the local match obligation with a 75% / 25% cost share agreement. At this time, The City and CVAG will fund all PS&E costs through the Advance Authorization agreement with Caltrans, and the City and CVAG will be credited those funds during the construction portion of the project.

Design is currently underway and almost complete. Additional design services are necessary to correctly size stormwater outfall and drainage. Amendment No. 3 will include additional mitigation bank research and coordination and offsite hydrology/hydraulics study to provide a complete and up-to-date drainage plan. Additional potholing will also be added to provide more accurate utility locating that will prevent unknowns during construction. Overall, Amendment No. 3 will provide additional information needed to complete the design.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. Amendment No. 3 will be covered by HBP funds (\$87,669.05), CVAG (\$8,518.84) and City Fund (\$2,839.61) included in the FY 23/24 CIP budget.

ATTACHMENTS:

1. Amendment No. 3

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

THIS THIRD AMENDMENT ("Amendment") is made and entered into as of November 8th, 2023 by and between the City of Coachella ("City") and Angenious Engineering Services, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** This Amendment is made with the respect to the following facts and purposes:
 - a. On or about November 27th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide engineering design, and other services for the Avenue 50 Bridge over the Whitewater Storm Channel, ST-69 & the SR-86/Avenue 50 New Interchange, ST-81 projects in the amount of \$148,000.
 - b. On or about October 14th, 2020 the City and Consultant entered into the "First Amendment" to the agreement between the City and Consultant in the amount of \$15,000.00.
 - c. On or about June 21st, 2021 the City and Consultant entered into the "Second Amendment" to the agreement between the City and Consultant in the amount of \$3,260,088.40.
 - c. The parties now desire to amend the Agreement as set forth in this Amendment.

2. **AMENDMENT.**

3.1 **General Scope of Services.** Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the Avenue 50 Bridge over the Whitewater Storm Channel, ST-69 under this Amendment No. 3 referenced as EXHBIIT "A".

3.2 **Performance Period.** Section 3.1.2 of the Agreement is hereby amended to go into effect on November 8, 2023 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on June 30, 2025, unless extended by Agreement Amendment.

3.3 **Allowable Costs and Payments.** Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and

incorporated herein by reference.

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 2 is in the amount not to exceed Ninety-Nine Thousand Twenty-Seven Dollars and Fifty Cents (\$99,027.50).

The amended total compensation shall not exceed **Three Million Five Hundred Twenty-two Thousand Thirty-Five Dollars and Ninety Cents (\$3,522,035.90)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

- 3.4 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, **whenever** the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
- 3.5 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 3.6 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

ANGENIOUS ENGINEERING SERVICES, INC.

By: _____

Gabriel Martin
City Manager

By: _____

Andy Cheah
Principal/ Project Manager

By: _____

Carlos Campos, City Attorney

Attest: _____

Angela Zepeda, City Clerk

October 21, 2023

Mr. Andrew Simmons
 City Engineer
 City of Coachella
 53-990 Enterprise Way,
 Coachella, CA 92236

RE: Avenue 50 Bridge Over Coachella Valley Storm Water Channel, ST-69
Change Order Request – Extra Work

Dear Mr. Simmons:

As discussed, we are respectfully submitting this change order request for subconsultants to perform extra work for the above referenced project. These tasks are listed as follows:

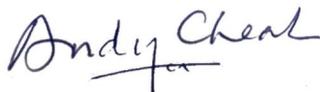
- Micheal Baker International
 - Task 4A – Mitigation Bank Research and Coordination
 - Task 5.23 – Offsite Hydrology/Hydraulics Study
 - Task 7.06A 100% Drainage Plans
- Add pothole subcontractor – C-Below

Our subconsultants’ cost proposal letters are attached, and their costs are summarized in the table below:

Descriptions	Amounts
Micheal Baker International’s Request Amount	\$79,720.00
C-Below’s Request Amount	\$10,305.00
Subtotal	\$90,025.00
10% Administration Fee	\$9,002.50
Total Change order Request Amount	\$99,027.50

We always strive to improve quality, utilization, and productivity in our sustainable engineering services. Should you have any questions, please feel free to contact me at (949) 599-5400 or via email at Andy.Cheah@AnGenious-ES.com.

Sincerely,



Andy Cheah, PE
 Principal/ Project Manager

Attachments

C. File

October 20, 2023
JN 191091

AnGenious Engineering Services, Inc.
26000 Towne Centre Dr.
Suite 100
Foothill Ranch, CA 92610

Subject: Avenue 50 over Coachella Valley Stormwater Channel Addendum Request #2

Dear Mr. Cheah,

This addendum request is based on project changes requested by the City of Coachella and recent sunset of the Coachella Valley Conservation Commission In-Lieu Fee mitigation program. The details of each element are described below.

Task 4A – Mitigation Bank Research and Coordination

With the recent expiration of the CVCC In-Lieu Fee program, the project no longer has a readily available mitigation program to offset the temporary and permanent impacts to both the Waters of the US and Waters of the State. Michael Baker has been requested to perform research and coordination exceeding the level of effort that was foreseen when the project was initiated. Because the closure of the mitigation program was not a foreseeable condition, we request additional funding to perform the coordination and research to explore the alternative mitigation solutions and ultimately coordinate the procurement of compensatory mitigation for the project.

Task 5.23 – Offsite Hydrology/Hydraulics Study

The City has requested that the project incorporate the Stormwater Master Plan Outfall “Line B” within the limits of the project improvements. Because the Stormwater Master Plan (SMP) used a rain-on-grid hydrology methodology, the flow rates are not sufficiently accurate for final design.

Michael Baker International will perform offsite hydrology for the developed areas tributary to the Line B outfall that are not identified on the SMP Figure 2-1 as “Self-Contained Developments”. Hydrology will be performed for the 100-year return frequency event, using the Riverside County Hydrology Manual method and NOAA Atlas 14 rainfall data. The results of this study will be incorporated into the Roadway Drainage Report. The purpose of this study is to validate the proposed pipe size for Line B within the project limits and to provide the supporting calculations for sizing the outfall structure in the Coachella Valley Stormwater Channel (CVSC). Additionally, the study will evaluate the vertical profile requirements and pipe

sizes necessary to convey the flow beneath SR-111, The railroad tracks, and Harrison Street along Avenue 50.

Task 7.06A 100% Drainage Plans

Michael Baker will update the 95% drainage plans to include the SMP Line B within the project limits and to realign the on-site storm drains to connect to SMP Line B instead of having multiple smaller outfalls on the west bank of the CVSC. Additionally, the new channel outfall to the CVSC will require unforeseen structural design and detailing. The outfall structural design and detailing is triggered by two factors. First, Coachella Valley Water District (CVWD) has expressly rejected the use of the standard plan outfall that was envisioned when the project was initiated. The erosion that occurs at the low-flow notch in the standard plan energy dissipator has been deemed unacceptable by CVWD. As a result, we have collaboratively developed a channel outfall structure that meets the CVWD criteria and will be incorporating it into this project. Second, the inclusion of the SMP Line B into the project causes the need for a much larger structure that is commensurate with the much larger watershed now included with the project.

The requested fee is summarized below:

Task 4A – Mitigation Bank Research and Coordination	\$ 9,250
Task 5.23 – Offsite Hydrology/Hydraulics Study	\$32,570
Task 7.06A 100% Drainage Plans	<u>\$37,900</u>
Total:	\$79,720

Respectfully Submitted,

Bradley M. Losey
Associate Vice President



Estimate
Job 23-7400
Quote No. Q-17189
Date: 06-29-2023
Expires on: 07-29-2023
Payment Non-Prevailing Wage | Net 30

C Below | Subsurface Imaging
Call Before you cut, core, drill or dig.

14280 Euclid Ave Chino, CA 91710
 Phone: **(888) 902-3569** Fax: (909)606-6555
 www.cbelow.com

Bill To
 Angenious Engineering Services, INC
 26000 Towne Centre Drive,
 Suite 100
 Foothill Ranch, CA 92610

Opportunity Name
Ave 50 Pothole Investigation
 Primary

Primary Contact
 Andy Cheah
 9495995400
 andy.cheah@angenious-es.com

Jobsite Address
 ,

Sales Rep	Ext.	Email	Cell
Victoria Franco	210	victoriaf@cbelow.com	

C Below, Inc. submits this proposal for the Ave 50 Pothole Investigation project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.



14280 Euclid Avenue
Chino, CA 91710

Utility Locating Scope of Work

C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

C Below will verify pothole locations.

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).

C Below will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

- *Electromagnetic Locator (Locator)*
- *Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)*
- *Ground Penetrating Radar (GPR).*
- *Locatable Duct Rodder (Ram Rod).*
- *Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)*

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.



Potholing Scope of Work

C Below will perform hourly potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.

Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.

If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on your estimate.

Client will be provided a detailed potholing report at the conclusion of the investigation.

SERVICE INCLUDES

- Dig Alert Coordination & Delineation*
- Encroachment Permit at cost plus 15% for processing fee*
- Vacuum Excavation to top of utility, encasement or stop depth*
- Standard Traffic Control*
- Permanent Cold Patch*
- Sand Backfill*
- Removal of Debris*
- Pothole Report*

SERVICE DOES NOT INCLUDE

- Hot Patching*
 - Slurry Backfill*
 - Engineered Traffic Control Plans*
 - Extensive Traffic Control*
 - Flagging for Traffic Control*
 - Removal of Dig Alert Marks*
 - Survey of Pothole Locations pre or post pothole*
- Please request a quote if any of the above services are needed*



Estimate
Job 23-7400
Quote No. Q-17189
Date: 06-29-2023
Expires on: 07-29-2023
Payment Non-Prevailing Wage | Net 30

Product Line Items

Product	Quantity	Sales Price	Total Price
Admin	2	\$100.00	\$200.00
Locating Locating Technician	4	\$195.00	\$780.00
Locating Supervising Technician	4	\$205.00	\$820.00
Mobilization Crew	2	\$255.00	\$510.00
Project Coordinator	4	\$105.00	\$420.00
Added Service Vacuum Excavation Spoil Removal and Dumping	1	\$650.00	\$650.00
Mobilization Potholing Crew	2	\$400.00	\$800.00
Permitting No Fee	1	\$0.00	\$0.00
Pothole Report	1	\$400.00	\$400.00
Potholing Hourly	8	\$625.00	\$5,000.00
Traffic Control 25-55 MPH Half Day	1	\$725.00	\$725.00
Total USD			\$10,305.00

Product Descriptions

Product Item	Description
Admin	Project Administration.
Locating Locating Technician	Craft: Horizontal Directional Drilling. Group IV (Electronic tracing locator, Subsurface Imaging) Signatory Union: Local 1184
Locating Supervising Technician	Craft: Horizontal Directional Drilling. Group IV (Electronic tracing locator, Subsurface Imaging) Signatory Union: Local 1184
Mobilization Crew	Mobilization Crew
Project Coordinator	Project Coordinator
Added Service Vacuum Excavation Spoil Removal and Dumping	Vacuum Excavation Spoil Removal and Dumping
Mobilization Potholing Crew	Mobilization Potholing Crew



Estimate
Job 23-7400
Quote No. Q-17189
Date: 06-29-2023
Expires on: 07-29-2023
Payment Non-Prevailing Wage | Net 30

Permitting No Fee	Permitting Fee. Subject to Change based on actual agency prices.
Pothole Report	Pothole Report Distinctive documented characteristics of utility.
Potholing Hourly	Pothole Hourly Includes surface demo, backfill and standard cold patch. Two man crew
Traffic Control 25-55 MPH Half Day	Traffic Control setup for 25-55 MPH zones.



STAFF REPORT
11/8/2023

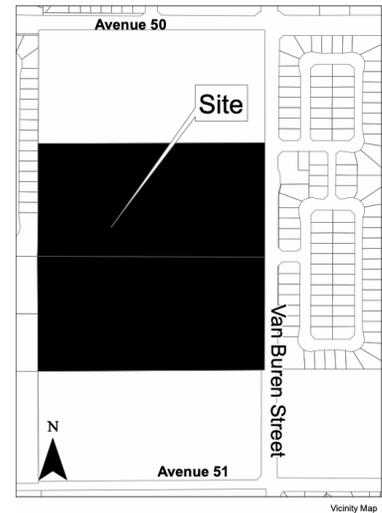
TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1208 (Sevilla II) approving Change of Zone No. 22-05, to change the existing zone from General Neighborhood (G-N) to General Neighborhood-Planned Unit Development (GN-PUD) for a proposal to subdivide 39 acres into 204 single family lots with a minimum lot size of 5,000 square feet with three single family residential production model homes with 3 elevation options located west of Van Buren Street, south of Avenue 50 and north of Avenue 51, APN #'s 779-280-002 and 779-320-001; Applicant: The Pulte Group (Second Reading)

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 1208 approving Change of Zone No. 22-05 to change the existing zone from General Neighborhood (G-N) to General Neighborhood-Planned Unit Development (GN-PUD) associated with Mitigated Negative Declaration for EA 22-06 and approved TTM 38557, CUP 372, Street Names and AR 23-13 for a 204-lot planned unit development subdivision for the Pulte Group located on a 39-acre site, west of Van Buren Street, south of Avenue 50 and north of Avenue 51.



BACKGROUND:

The City Council on October 30, 2023 approved the following entitlements for the Sevilla II single-family residential development:

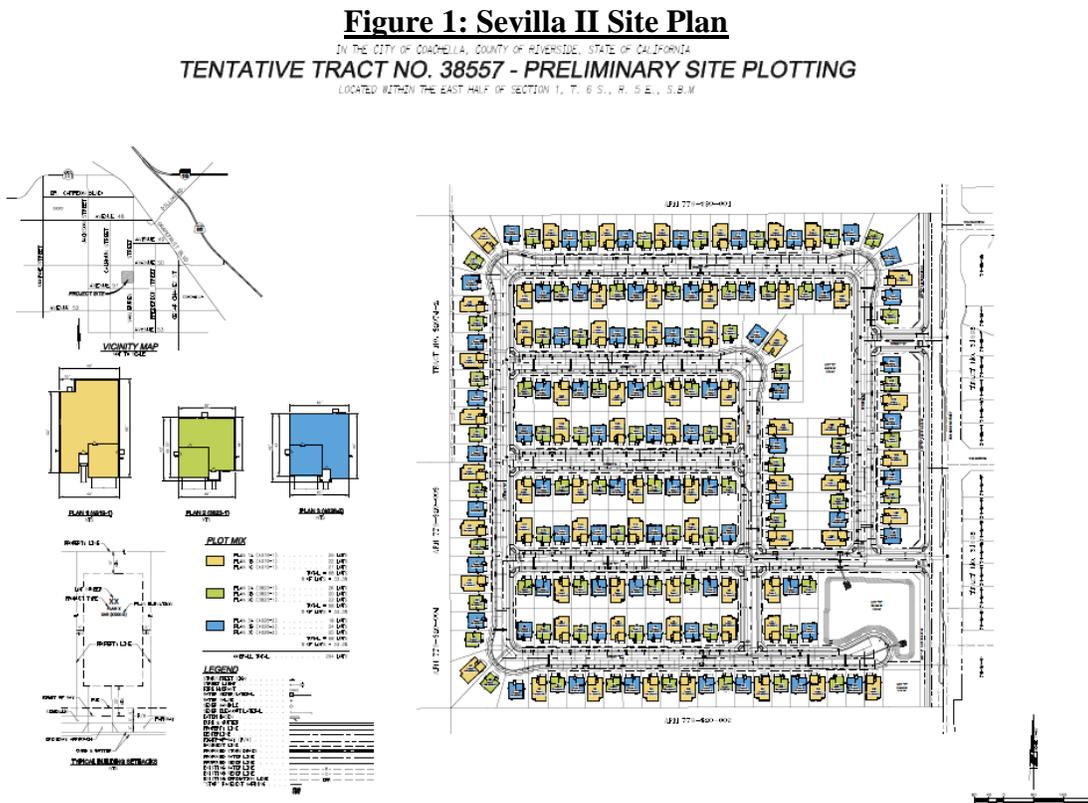
- TTM No. 38557 proposal to subdivide 39 acres into 204 single family lots with a minimum lot size of 5000 square feet;
- Change of Zone No. 22-05 (first reading) proposal to change the existing zone from General Neighborhood (G-N) to General Neighborhood-Planned Unit Development (GN-PUD),
- CUP No. 372 proposal to utilize the provisions of Section 17.38 (Planned Unit Developments) of the Coachella Municipal Code;

- AR No. 23-13 is for architectural review for 3 single family residential homes, each with 3 elevations;
- EA No. 22-06 was prepared to address the direct, indirect, and cumulative environmental effects of the proposed project on a 39-acre site located west of Van Buren Street, south of Avenue 50 and north of Avenue 51, APN #'s 779-280-002 and 779-320-001.

DISCUSSION/ANALYSIS:

Site plan

The exhibit below illustrates the proposed site plan layout for the Sevilla 2 project. The site plan includes 3 distinct floor plans, each with 3 elevations. A copy of the site plan is included below:



Architectural Design (See Exhibit E for a full set of architectural renderings)

The Sevilla 2 project includes three distinct elevations including one, one story home and two, two story homes. The architectural plans include a Transitional Spanish, Desert Contemporary and Prairie design option including:

- Plan 1 - One-Story (3-Bedroom, 2-Bath) residence with 1,959 sq. ft. of floor area*
- Plan 2 - Two-story (4-Bedroom, 2 1/2-Bath) residence with 2,404 sq. ft. of floor area*
- Plan 3 - Two-story (5-Bedroom, 3-Bath) residence with 2,824 sq. ft. of floor area.*

Each of the plans include 3 different elevations for a total of 9 different elevations which is consistent with the Residential Design Standards for single family homes.

Figure 2: Proposed Architectural Models



Figure 3: 2 Project Entryways, Perimeter Landscape and Street Medians



Figure 4: Van Buren Street Cross Section

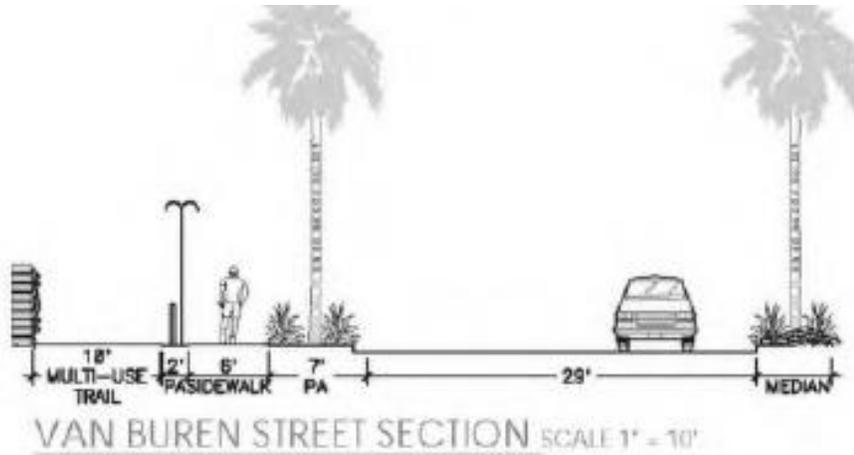


Figure 5: Proposed Neighborhood Park Improvements



CONSISTENCY WITH GENERAL PLAN

The project site is within the General Neighborhood land use designation. General Neighborhoods are intended to provide a diversity of housing that meets the needs of the city's many household sizes, incomes, and lifestyle preferences. General Neighborhoods include a range of single family and multi family housing options within a green, walkable neighborhood that offers parks and playgrounds for their residents and access to schools and basic shopping needs within a comfortable walk, bike ride or short drive.

Allowed land uses include residential land uses at a development intensity of 7-25 DU/AC. The general plan also includes standards for network and connectivity, street design, parks and open space and urban form guidelines.

The Sevilla II project proposes 204 single family homes on a 39-acre site that equates to a net density of 7.7 DUA. The project meets the general plan density requirements and meets the design standards for network connectivity, street design, parks and open space and urban form guidelines.

CONSISTENCY WITH ZONING

The project site is currently zoned General Neighborhood (G-N) which implements the General Neighborhood land use designation of the General Plan. The G-N zone permits detached single family detached subdivisions with a minimum density of 7 dwelling units per acre on lots with a minimum lot size of 4,000 square feet with a minimum interior lot width of 40 feet and minimum lot depth of 75 feet. The minimum width of corner lots is 45 feet. The minimum front yard requirement is 15 feet and the minimum side yard requirement for interior and corner lots is 10% of the lot width, but not less than 5 feet. A rear yard setback of 20 feet is required in the G-N zone.

The Sevilla II Project meets all the requirements of the G-N zone, except that the single story, Plan 1 homes include a 15-foot rear yard setback. Of the 68 Plan 1 homes, 30 lots have a setback of less than 20 feet which is why the Applicant is using the Planned Unit Development provisions (Section 17.38) of the Municipal Code that allows for a 15-foot rear yard setback. In addition, the lots adjacent to the project entryways (a total of 3 lots) may require a reduction in the 10-foot side yard setback to five feet as the project entryways were expanded to meet the requirements of Fire Department Riverside County Technical Policy 22-002 that requires that one of the travel lanes be 24 feet in width.

The project is consistent with Section 17.19 of the Municipal Code, Supplemental Standards for Single-Family Residential recently adopted by the City Council.

Table 1 – General Neighborhood Development Standards

	Zoning Ordinance	Proposed	Complies with Code
Density	7-25 du/acre	7.7 du/ac	Yes
Parking (Minimum)	One per dwelling unit, to be covered or in a garage. Plus one and one third open space per dwelling unit.		Yes. Each unit includes a 2-car garage
Lot Requirements	4,000 sq. ft. Minimum Lot width 40' Minimum Lot depth 75'	All proposed parcels are 5,000 sq. ft. or greater	Yes
Minimum Yard Requirement	Front Yard: 15 feet Side Yard: 5 feet Rear Yard: 20 feet	60 Plan 1 homes have a 15-foot rear yard setback and 3 lots on the corners may have a 5 ft setback rather than a 10 ft setback	No. However, the proposal is consistent with PRD standards
Height (maximum)	45 feet		Yes. The maximum height proposed is less than 45 feet

ENVIRONMENTAL REVIEW:

Pursuant to CEQA, an initial study was prepared for the Sevilla II Project. The Initial Study concluded that the project would result in less than significant impacts to Aesthetics, Agriculture and Forestry Resources, Air Quality, Greenhouse Gas Emissions, Energy, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Utilities and Service Systems and Wildfire.

The Initial Study concluded that the project would result in a less than significant impact with mitigation incorporated to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials and Tribal Cultural Resources.

A 30-day public review period ran from September 5, 2023, to October 5, 2023. Six comment letters were submitted during the comment period. Responses to comments have been prepared for the comments received and are included in Attachment No. 2.

A Mitigation Monitoring and Reporting Program (MMRP) was prepared.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1208 approving Change of Zone No. 22-05 with the findings and conditions as recommended by Staff as amended by the Planning Commission.
- 2) Deny Ordinance No. 1208 and not approve Change of Zone No. 22-05.
- 3) Continue this item and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1

Attachments:

1. Ordinance No. 1208 (2nd Reading), Change of Zone No. 22-05
Exhibit A – Ordinance No. 1208 - Change of Zone No. 22-05 Exhibit
2. Vicinity Map

ORDINANCE NO. 1208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 22-05 THAT PROPOSES TO ADD THE PUD (PLANNED UNIT OVERLAY ZONE TO THE EXISTING G-N (GENERAL NEIGHBORHOOD) ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED SOUTH OF AVENUE 50, NORTH OF AVENUE 51, WEST OF VAN BUREN STREET, THE PULTE GROUP, APPLICANT.

WHEREAS, in September 2022 the Pulte Group filed an application for Change of Zone 22-05 to change the zoning on 39 acres located south of Avenue 50, north of Avenue 51 and west of Van Buren Street from G-N (General Neighborhood) to G-N (General Neighborhood-Planned Unit Overlay zone, (G-N-PUD) APN #'s 779-280-002 AND 779-320-001, and,

WHEREAS, the City has processed Change of Zone 22-05 pursuant to the Coachella Municipal Code, the California Government Code, including a tribal consultation review period, and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, on October 18, 2023, the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on the proposed project and recommended to the City Council approval of Change of Zone 22-05 adopting the recommended findings and staff recommendations; and,

WHEREAS, the City Council of the City of Coachella finds that the applicant's request for Change of Zone 22-05 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

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

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 22-05 Map marked "Exhibit A" from G-N (General-Neighborhood) to General Neighborhood-Planned Unit Overlay (GN-PUD) Zone on property located on property located south of Avenue 50, north of Avenue 51, west of Van Buren Street with the findings listed below:

Findings for Change of Zone 22-05:

1. The proposed change of zone is consistent with the intent and purpose of the City's General Plan in that the proposed General Neighborhood-Planned Unit Overlay zone (GN-PUD) allows the development of the proposed project that is in keeping with the goals and policies of the General Plan. The future uses permitted in the G-N-PUD zone are compatible with the surrounding areas and the levels of traffic characteristic of roads such as Van Buren Street, Avenue 50 and Avenue 51.
2. The proposed change of zone is consistent with the intent and purposes of the GN-PUD zoning

district in that the proposed project will provide for a single-family home development consistent with the General Plan.

Section 2. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its second reading by the City Council.

Section 4. CERTIFICATION

The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

PASSED AND APPROVED at a special meeting of the City Council of the City of Coachella this 8th day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez
Mayor
City of Coachella

ATTEST:

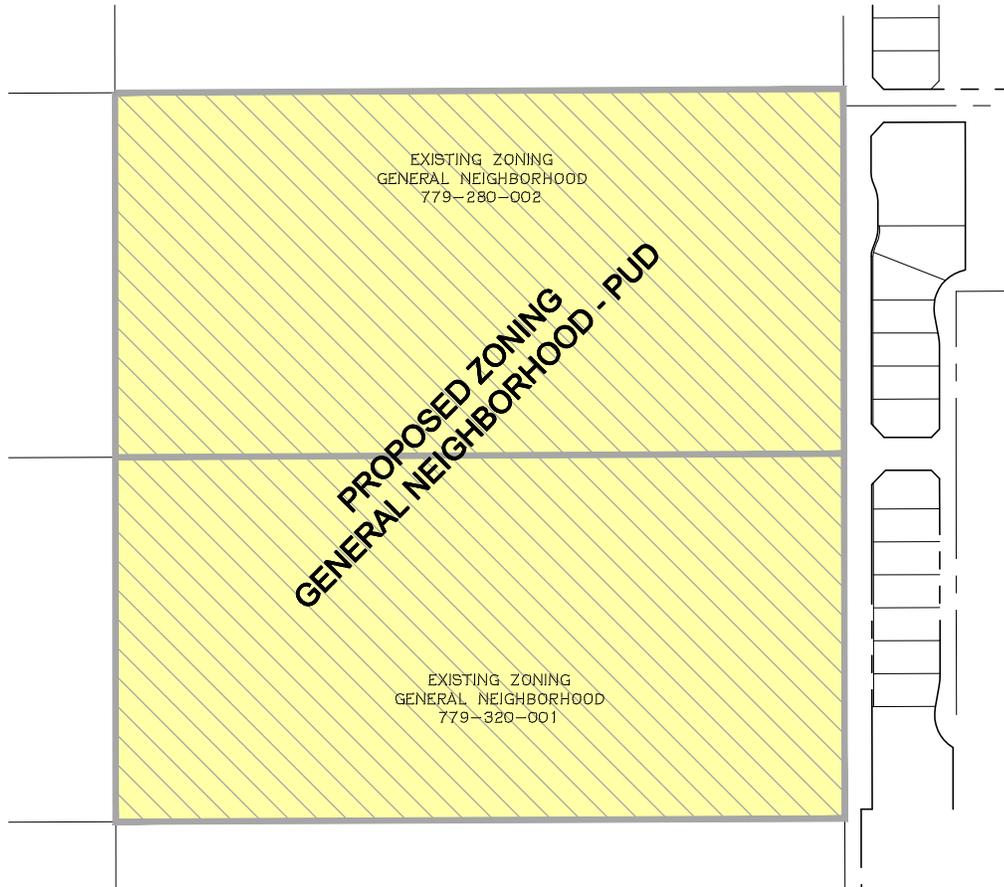
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

“Exhibit A”
ORDINANCE NO. 1208

TENTATIVE TRACT NO. 38557
PULTE HOMES - SEVILLA II
CZ NO. 22-05 CHANGE OF ZONE EXHIBIT
COACHELLA, CALIFORNIA



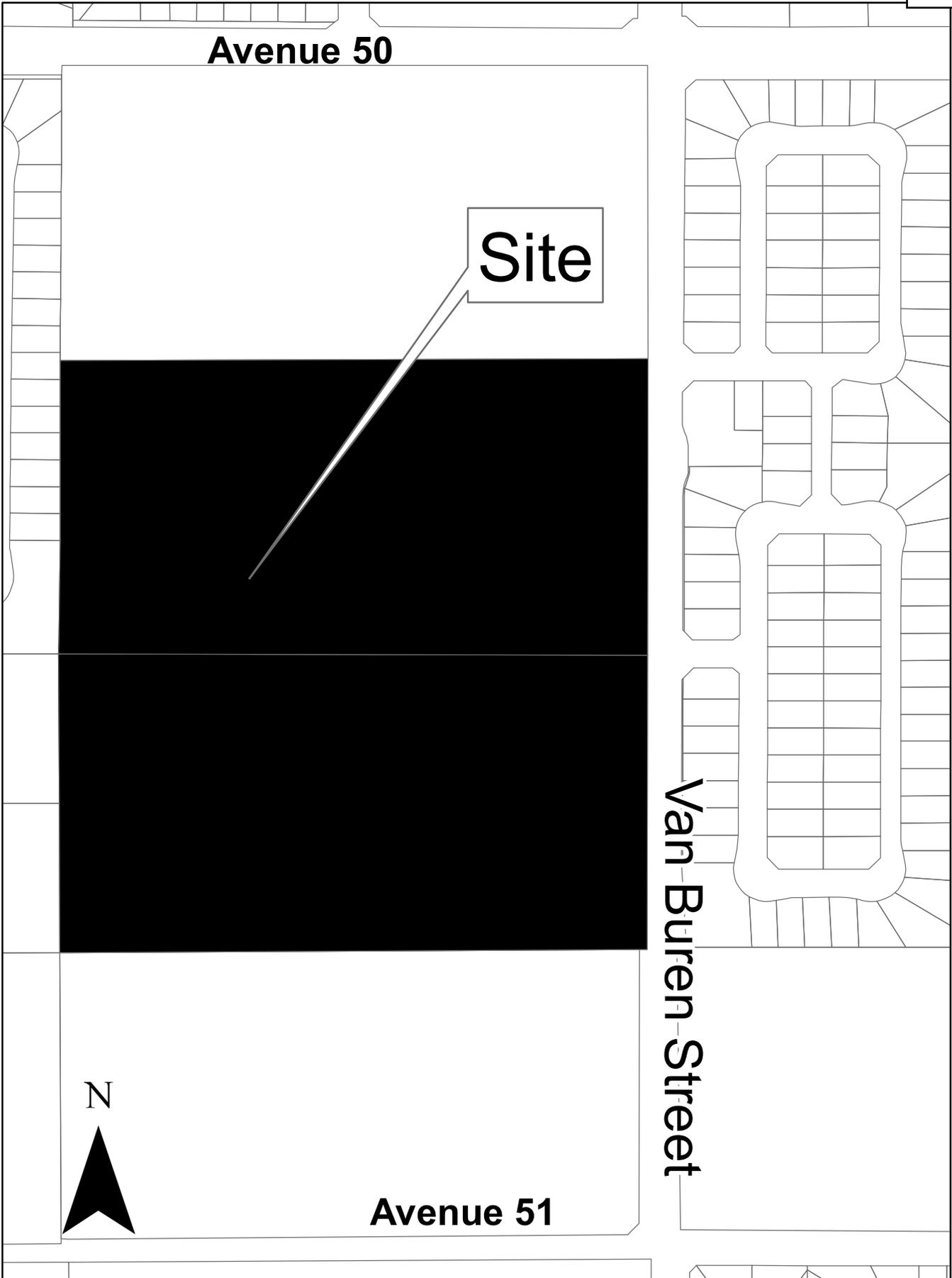
-  EXISTING ZONING; GENERAL NEIGHBORHOOD
-  PROPOSED ZONING; GENERAL NEIGHBORHOOD - PUD

Michael Baker
INTERNATIONAL

75-410 GERALD FORD DRIVE, SUITE 100
PALM DESERT, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM



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STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Authorize Execution of Professional Services Agreement Between the City of Coachella and Urban Futures, Inc. for the Amount of \$100,000 for Financial Analysis and Budget Preparation Assistance Services

STAFF RECOMMENDATION:

Authorize execution of Professional Services Agreement between the City of Coachella and Urban Futures, Inc. for the amount of \$100,000 for Financial Analysis and Budget Preparation Assistance Services.

EXECUTIVE SUMMARY:

The City of Coachella and Urban Futures, Inc. have worked in the past to issue and refinance bonds for important infrastructure project and to improve the City's overall fiscal budget. Urban Futures will continue to provide those services as the City looks to improve energy efficiencies throughout the City; looking into the formation of an electric utility; move forward with a public safety/police service study; assist with development agreement for future development projects; and provide assistance, if needed, to the new finance director with the development and preparation of the FY 2024-25 budget and ACFR.

FISCAL IMPACT:

The recommended action will affect the General Fund (101) – Other Professional/Contract Services in the amount of \$100,000.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of November, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and Urban Futures Inc, a California Corporation with its principal place of business at 1470 Maria lane, Suite 315, Walnut Creek California 94596 (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

The City desires to engage Consultant to render such services for the Financial Consultancy project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from November 6, 2023 to November 6, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 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"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

3.2.10 [CITY TO CONFIRM INSURANCE REQUIREMENTS] Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1 million 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 Million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1 million per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection

with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

(C) Workers' Compensation and 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 Consultant.

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

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

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

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

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

3.2.10.9 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.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Thousand (**\$100,000**) without written approval of the City's City Manager. 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. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 **Accounting Records.**

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

3.5 **General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

shall be compensated only for those services which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5.2 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:

Consultant:

Urban Futures Inc
1470 Maria lane, Suite 315
Walnut Creek, Ca 94596
Attn: Michael Busch, President

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Manager's Office

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

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

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

3.5.5 Attorneys' 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 attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required

by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

URBAN FUTURES, INC.

By: _____
Gabriel D, Martin, Ph. D
City Manager

By: _____
Michael Busch
President

Attest:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Analysis Duties

- Provide assistance on the formation of an electric utility
- Assist with the Police Services Study
- Provide assistance on the formation of two (2) City Development Agreements with KPC
- Assist the new Finance Director with the development and preparation of the FY 2024-25 Budget; and
- Assist with the completion of the FY 2022-23 ACFRs

EXHIBIT “B”

SCHEDULE OF SERVICES

We believe these services should be completed by the end of June 2024. However, we are recommending the a 1-year contract term in the event the studies identified within Exhibit A require additional time.

EXHIBIT “C”

COMPENSATION

UFI proposes to conduct the proposed services on an actual time and materials basis invoiced monthly. UFI’s Professional Service Rate Schedule is as follows:

President/CEO	\$350.00
Project Manager	\$335.00
Financial Analyst	\$225.00

UFI is unable to estimate the exact number of required hours for the project. However, we believe an initial budget of \$100,000 is reasonable and UFI will work extremely efficiently to provide the entire Scope of Services.

Additional value-added services that are beyond the scope of work shall be agreed to by both parties via written amendment to the contract with a specific scope of work and pricing structure. These additional services may include municipal advisory, brokerage services, disposition negotiations, pro-forma review, general plan amendments, zone changes, site plan development, and crafting/revising specific plans.

If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this proposal and returning one copy.

apChkLst
11/01/2023 4:12:01PM

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>
1678	10/24/2023	54433	WEX ENTERPRISE EXXONMC91887259	9/23/2023	ACC 0496-00-726338-7, 8/24-9	5,061.58	
			92589334	10/23/2023	ACC 0496-00-726338-7, 9/24-1	3,925.63	8,987.21
					Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		8,987.21

1 checks in this report.

Grand Total All Checks: 8,987.21

Date: October 24, 2023



Interim Finance Director: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -:

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1651	11/8/2023	54859	AMAZON CAPITAL SERVICES, 13WL-D9L3-434	10/18/2023	GPS ANTENNA EXTENSION C	10.79	
			1PY4-J6K4-1XL	10/17/2023	USB C WIRELESS BLUETOOT	111.66	122.45
1652	11/8/2023	49989	ANDREAS LLC	86933	9/26/2023 BUSINESS CARDS: R. RAMIR	139.17	
			86982	10/18/2023	WATER DEPT ENVELOPES	274.25	
			86891	9/7/2023	ADMINISTRATIVE CITATIONS	885.16	1,298.58
1653	11/8/2023	53291	ANGENIOUS ENGINEERING	19-07A-035	9/30/2023 PE9/30 AVE 50 BRIDGE	55,419.53	
			19-07B-031	9/30/2023	PE9/30 SR-86/AVE50 INTERCI	1,273.40	56,692.93
1654	11/8/2023	42837	ARAMARK UNIFORM & CAREE	OCT2023 SAN	10/30/2023 PE10/30 UNIFORMS, MATS &	1,096.41	
				OCT2023 CC	10/30/2023 PE10/30 MATS & MOPS	736.40	1,832.81
1655	11/8/2023	42837	ARAMARK UNIFORM & CAREE	25841725	10/10/2023 POLOS W/ EMBROIDERY	172.77	172.77
1656	11/8/2023	53218	ASSOCIATION OF CALIFORNI	2024 Dues	10/4/2023 2024 ACWA MEMBERSHIP DL	17,855.00	17,855.00
1657	11/8/2023	45929	BECK OIL, INC.	85885CL	10/15/2023 PE10/15 GRAFFITI DEPT FUE	229.37	
				85809CL	10/15/2023 10/15 ENG DEPT FUEL	98.83	328.20
1658	11/8/2023	49486	BRC CONSTRUCTION	202310307	10/7/2023 METER REPLACEMENT @ MI	2,700.00	2,700.00
1659	11/8/2023	43862	BRENNTAG PACIFIC, INC	BPI379232	10/10/2023 APPLIED CREDITS #BPI36845	2,876.32	2,876.32
1660	11/8/2023	02320	CALPERS	1000000173246	10/16/2023 #6373819375, NOV2023 HEAL	12,622.56	
				1000000173246	10/16/2023 #6373819375, NOV2023 HEAL	117,439.52	130,062.08
1661	11/8/2023	01856	CARROT-TOP INDUSTRIES	INV122657	10/4/2023 3X5' POLYESTER COAST GU	2,349.09	
				INV122702	10/5/2023 FLAGPOLE- 25' SATIN ARCHI	4,295.41	
				INV122763	10/9/2023 CLEAT COVER BOX	363.21	
				INV122778	10/9/2023 CLEAT COVER BOX	917.23	
				INV122852	10/11/2023 FLAGPOLE- 25' SATIN ARCHI	3,746.42	
				INV122973	10/17/2023 5X8' NYLON DIGITAL BEACON	888.99	12,560.35
1662	11/8/2023	53962	COFEM	Refund	10/23/2023 DEPOSIT REFUND- 10/21 LIBI	300.00	300.00
1663	11/8/2023	49858	CV PIPELINE CORP.	S3266	10/12/2023 10/9 HYDRO-WASH @ LLMD	2,127.50	
				S3272	10/17/2023 10/16 HYDRO-WASH @ LLMD	1,170.00	3,297.50
1664	11/8/2023	43672	DESERT VALLEY SERVICES	IN616354	10/11/2023 DISP TOWEL HFM BLK TORK	32.63	
				616355	10/11/2023 PAD UTILITY	27.19	
				616356	10/11/2023 CAUTION WET FLOOR SIGN	28.25	
				616521	10/12/2023 CLEANER FLOOR ENZYME S	265.65	
				616661	10/13/2023 URINAL SCREEN & AIR FRES	256.48	610.20
1665	11/8/2023	53799	ENTERPRISE FM TRUST	FBN4866730	10/4/2023 OCT2023 LEASE CHRGS ('20/	18,606.75	18,606.75
1666	11/8/2023	55445	ENVIRONMENTAL DYNAMICS	301907	8/29/2023 MEMBRANE EPDM, ETC	2,302.65	2,302.65

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1667	11/8/2023	44713	FARMER BROTHERS CO.	95674296	10/10/2023	COFFEE	558.68	
				95674405	10/30/2023	COFFEE & CREAMER	364.41	923.09
1668	11/8/2023	00207	GRAINGER INC	9861945351	10/5/2023	A-FRAME TRAILER JACK & B/	98.77	
				9847075307	9/21/2023	SHELF BIN & MATERIAL CON'	978.58	
				9858284681	10/3/2023	TUBING 1/4IN	151.45	
				9860039123	10/4/2023	JAW COUPLING INSERT, FIRI	108.29	
				9861453091	10/5/2023	SPRAY BOTTLE, TYGON 2001	523.92	
				9863673365	10/9/2023	PLSTC SHEET PVC	112.70	
				9868613093	10/12/2023	DANGER SIGN	47.93	2,021.64
1669	11/8/2023	00996	HOME DEPOT	5061516	10/4/2023	PTC COUPLING POLY, ETC	37.56	
				5102484	10/4/2023	11" WHITE SHELF BRACKET,	162.05	
				7012041	10/12/2023	1000LB FURNITURE DOLLY, A	444.23	
				4011149	10/5/2023	ORANGE SAFETY BARRIER F	585.24	1,229.08
1670	11/8/2023	52802	RED WING BUSINESS ADVAN	2023101900343	10/19/2023	10/5 EMPLOYEE WORK BOO	476.26	476.26
1671	11/8/2023	53475	RUDYS ELECTRIC	20573	10/23/2023	CUBICLES ELECTRICAL WIRI	2,229.50	
				20575	10/23/2023	RPR'D MEDIAN LIGHTING GF	1,425.00	
				20570	10/23/2023	RPLC'D PUMPS ELECTRICAL	894.00	
				20571	10/23/2023	RPR'D BOLLARD LIGHTING, E	800.00	
				20574	10/23/2023	RPR'D PALM TREE LIGHTING	1,797.50	
				20561	10/3/2023	RPR'D 480V LINES & INSTLL'I	1,805.00	
				20572	10/23/2023	TRBLSHT A/C ELECTRICAL @	255.00	9,206.00
1672	11/8/2023	48436	UNIVAR SOLUTIONS USA INC.	51511991	9/28/2023	SODIUM HYPOCHLORITE	815.41	
				51511992	9/28/2023	SODIUM HYPOCHLORITE	732.20	1,547.61
1673	11/8/2023	50229	URBAN HABITAT	8517	9/30/2023	PE9/30 LNDSCPE & PARK IMF	22,863.84	22,863.84
1674	11/8/2023	50629	VINTAGE ASSOCIATES, INC	230515	10/15/2023	OCT2023 LNDSCPE MAINT @	5,247.00	
				230521	10/15/2023	OCT2023 LNDSCPE MAINT @	4,900.00	
				230514	10/15/2023	OCT2023 LNDSCPE MAINT @	12,700.00	
				230518	10/15/2023	OCT2023 LNDSCPE MAINT @	5,300.00	
				230520	10/15/2023	OCT2023 LNDSCPE MAINT @	10,135.00	38,282.00
1675	11/8/2023	51697	WESTERN WATER WORKS SI	1246083-00	9/28/2023	REDWOOD PLUG, ETC	67.19	
				1407135-04	9/20/2023	POLYMER MTR BOX	751.47	
				1407428-01	9/20/2023	BRZ NIPPLES	116.14	
				1407593-00	9/27/2023	SS REPAIR CLAMP, ETC	910.24	
				1407665-00	10/12/2023	SOFT COPPER TUBING 100F	935.25	
				1407728-00	10/12/2023	BRZ NIPPLES	101.69	2,881.98

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

<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>
1676	11/8/2023	00384	WILLDAN FINANCIAL SERVICE	10/27/2023	FY23/24 SEWER DISTRICT A	2,500.00	2,500.00
1677	11/8/2023	53596	XTREME HEATING AND AIR	9/13/2023	INSTLL'D RETURN DUCT @ S	750.00	750.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							334,300.09

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
117851	11/8/2023	48977	ADT COMMERCIAL	152250287	9/26/2023	TRIP CHRG @ WELL #19	75.00	75.00
117852	11/8/2023	55142	AKEL ENGINEERING GROUP,	23960-01	4/6/2023	PE3/31 VISTA DEL AGUA PJC	4,996.50	
				23960-02	7/20/2023	PE6/30 VISTA DEL AGUA PJC	588.00	5,584.50
117853	11/8/2023	53621	ALL THE RIGHT CONNECTION	7490	10/17/2023	WE 10/15: FELIX+GALINDO	2,060.80	
				7519	10/24/2023	WE 10/22: FELIX+GALINDO	2,428.80	
				7491	10/17/2023	WE 10/15: CHAVEZ-DELGADC	883.20	
				7518	10/24/2023	WE 10/22: CHAVEZ-DELGADC	2,502.40	7,875.20
117854	11/8/2023	51894	ALPHA MEDIA LLC	708608-1	10/22/2023	10/2-21 AD SPOT: TTC FESTI	1,500.00	
				714583-1	10/29/2023	10/5-27 AD SPOT: MOVIES IN	1,040.00	2,540.00
117855	11/8/2023	54796	ALTA PLANNING + DESIGN, IN	304.0002023.07:	10/17/2023	PE9/29 CONNECT COACHELL	200.00	200.00
117856	11/8/2023	01436	AMERICAN FORENSIC NURSE	78153	9/22/2023	AUG2023 BLOOD DRAWS+DF	638.11	
				78160	9/28/2023	SEPT2023 BLOOD DRAWS	334.25	
				78205	10/2/2023	SEPT2023 BLOOD DRAWS	133.70	
				78210	10/5/2023	AUG2023 BLOOD DRAW	-66.85	1,039.21
117857	11/8/2023	53274	APOLLO WOOD RECOVERY, I	23015S	8/29/2023	INSTLL'D IPEMA CERTIFIED F	5,602.15	5,602.15
117858	11/8/2023	50867	ARCTIC GLACIER USA, INC.	M530015251	10/30/2023	DEPOSIT- 12/8 SNOW EVENT	6,164.61	
				M530007690	9/17/2023	9/17 EVENT TRAILER+ICE	1,111.51	7,276.12
117859	11/8/2023	54389	AVSU, INC.	INV-10104	9/13/2023	11/1 TELEPROMPTER SVCS (1,862.19	1,862.19
117860	11/8/2023	46355	BEN CASTILLO PAINTING INC	10201	10/18/2023	INTERIOR PAINTING @ CORF	650.00	650.00
117861	11/8/2023	52723	BRIGHT EVENT RENTALS, LL	738610	10/17/2023	9/16-17 GENERATOR RNTLS	4,241.00	4,241.00
117862	11/8/2023	42459	BRUDVIK, INC.	17948	10/21/2023	10/21 SPIDER BOX+100' COR	2,569.00	
				17947	10/30/2023	11/1-2 SPIDER BOX+100' COR	1,492.00	
				17959	10/30/2023	11/11 SPIDER BOX+100' CORI	1,967.00	6,028.00
117863	11/8/2023	44494	BURRTEC WASTE & RECYCLIBD	9/30/23	9/30/2023	AC 50-CT 732565, 48350 VAN	132.76	132.76
117864	11/8/2023	44494	BURRTEC WASTE & RECYCLIBD	10/1/23	10/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
117865	11/8/2023	42506	BURRTEC WASTE INDUSTRIESS	4-2023	10/25/2023	SS4 FY22/23 REFUSE COLLE	60,999.22	60,999.22
117866	11/8/2023	53423	CBE OFFICE SOLUTIONS	IN2670480	10/20/2023	ACC CC3502, COLOR COPIEF	1,102.65	1,102.65
117867	11/8/2023	02048	CDW GOVERNMENT, INC.	MP13263	10/17/2023	HP 206X HY BLK ORIG LJ TOI	504.32	504.32
117868	11/8/2023	43710	CHARLES P CROWLEY COMP	31851	10/10/2023	GAS MASTRRR SERIES 32 V/	13,599.89	13,599.89
117869	11/8/2023	55024	CITY ADVISORS	2023-032	10/2/2023	PE9/30 ZONING CODE AMNDI	2,501.25	2,501.25
117870	11/8/2023	07950	CITY OF COACHELLA	Sept 2023	9/30/2023	SEPT2023 WATER- ST, PARK:	59,712.65	
				Sept 2023-LLD's	9/30/2023	SEPT2023 WATER- LLD'S	11,200.09	70,912.74

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117871	11/8/2023	53220	COACHELLA ACE HARDWARE	6012/1	9/19/2023	COOLER GRAY 70QT & DR SI	163.52
				6084/1	10/4/2023	MISC FASTENERS, STAPLE C	44.54
				6106/1	10/10/2023	ROUNDUP CONC 1/2 GAL, ET	105.45
				6100/1	10/8/2023	BATTERY PHOTO CR2 2PK, E	34.78
				6109/1	10/11/2023	CORD EXTN & DUCT TAPE	99.99
				6066/1	10/2/2023	CORD EXTNS	68.49
				5769/1	7/26/2023	ADPTR TIRE INFLATOR & MIS	12.81
				5876/1	8/22/2023	BROOM ANGLE STIFF RD 56"	40.21
				5974/1	9/12/2023	RUSH STRAW HAT ASST BAN	35.86
117872	11/8/2023	54137	CONSERVE LANDCARE LLC	261174	9/30/2023	9/12 RPR'D IRRGTN @ DIST 3	492.34
				261176	9/30/2023	9/26 RPR'D IRRGTN @ DIST 3	154.87
				261177	9/30/2023	9/19 RPR'D IRRGTN @ DIST 2	217.35
				261178	9/30/2023	9/19 RPR'D IRRGTN @ DIST 2	236.26
				261179	9/30/2023	9/27 RPR'D IRRGTN @ DIST 3	275.09
				261180	9/30/2023	9/25 RPR'D IRRGTN @ DIST 1	263.90
				261166	9/30/2023	9/2-3 BASIN PUMPING FROM	4,572.47
				261167	9/30/2023	9/6-8 BASIN PUMPING FROM	2,358.96
				261168	9/30/2023	9/7-8 DEBRIS CLEAN-UP FRO	1,396.50
				261169	9/30/2023	9/7 RPR'D IRRGTN @ DIST 31	334.73
				261171	9/30/2023	9/7 RPR'D IRRGTN @ DIST 29	231.19
117873	11/8/2023	52375	CORE & MAIN LP	T336188	8/16/2023	B24265N 3/4 ANG BMV FIPXM	2,262.40
				T513849	9/14/2023	3/4X1/32 RUBBER METER WA	42.42
				T580851	9/14/2023	B24258-1N 1 ANG BMV CPXM	5,016.42
				T587681	9/20/2023	H15403N 3/4 CPLG 110 CTSX	248.33
				T658889	10/3/2023	H15403N 2 CPLG 110 CTSXC	2,037.48
				T693006	10/19/2023	H15403N 1-1/2 CPLG 110 CTS	1,120.58
117874	11/8/2023	48603	CV STRATEGIES	7592	10/13/2023	SEP2023 STRATEGIC COMM	448.75
				7593	10/13/2023	SEP2023 STRATEGIC COMM	4,966.39
				7594	10/13/2023	SEP2023 STRATEGIC COMM	312.50
117875	11/8/2023	02115	CWEA	DF-12/31/23	10/23/2023	12/31 CERT RNWL CSM2: D. F	103.00
117876	11/8/2023	50103	D&H WATER SYSTEMS	I2023-1389	10/2/2023	W3T99781 PROBE, MICRO 20	1,591.62
117877	11/8/2023	01089	DESERT ELECTRIC SUPPLY	S3110574.001	9/27/2023	EZ TRIM LOCK, LOCKING LAT	32.68
				S3131641.001	10/3/2023	LEV GFWT2-W 20A RECEPTA	838.17
117878	11/8/2023	54430	DESERT FEED BAG	Dfb1049	10/20/2023	10/21 STRAW BALE RNTL	847.82

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117879	11/8/2023	13300	DESERT FIRE EXTINGUISHER 12475002	9/22/2023	9/22 FIRE SUPPRESSION SYS	169.36	
			12475003	9/22/2023	9/22 FIRE SUPPRESSION SYS	210.69	
			12475004	9/22/2023	9/22 FIRE SUPPRESSION SYS	197.64	577.69
117880	11/8/2023	54461	DESERT GROWERS NURSER 10456	10/5/2023	BOUGAINVILLEA BUSH, ETC	65.00	65.00
117881	11/8/2023	53007	DESERT PROMOTIONAL & 95070	10/24/2023	22OZ STAINLESS STEEL WTF	1,297.39	
			95071	10/24/2023	22OZ STAINLESS STEEL WTF	612.26	
			94715	8/11/2023	T-SHIRTS W/ SCREENPRINT	239.25	2,148.90
117882	11/8/2023	13700	DEWEY PEST CONTROL INC. 16215742	10/1/2023	AC1281218, OCT2023, 51251 I	900.00	
			16222191	10/1/2023	AC1178382, OCT-DEC2023, B	135.00	
			16222194	10/1/2023	AC1161434, OCT-DEC2023, B	195.00	
			16226393	10/1/2023	AC1067451, OCT-DEC2023, 1	120.00	
			16215741	10/1/2023	AC1281215, OCT2023, SIERR	301.00	
			AC934340-OT/D	10/1/2023	AC934340, OCT-DEC2023, SA	450.00	
			AC1434611-OT/I	10/1/2023	AC1434611, OCT-DEC2023, P	585.00	
			AC1315475-OT/	10/1/2023	AC1315475, OCT-DEC2023, P	828.00	
			AC1062335-OT/	10/1/2023	AC1062335, OCT-DEC2023, C	444.00	
			16178527	10/1/2023	AC1126447, OCT-DEC2023, SI	99.00	
			16181666	10/1/2023	AC1404426, OCT-DEC2023, LI	264.00	
			16184776	10/1/2023	AC102942, OCT-DEC2023, 15	175.50	
			16185192	10/1/2023	AC1008112, OCT-DEC2023, C	135.00	
			16192492	10/1/2023	AC103361, OCT2023, SENIOR	80.00	
			16197925	10/1/2023	AC1452292, OCT-DEC2023, 1	159.00	
			16197926	10/1/2023	AC1450610, OCT2023, DE OR	160.00	
			16205912	10/1/2023	AC2028126, OCT-DEC2023, 1	240.00	
			16205914	10/1/2023	AC2012536, OCT2023, 48400	1,200.00	
			16209781	10/1/2023	AC241000, OCT-DEC2023, 15	111.00	
			16215726	10/1/2023	AC1318239, OCT-DEC2023, FI	99.00	
			16215727	10/1/2023	AC1318244, OCT-DEC2023, B	99.00	
			16215728	10/1/2023	AC1318235, OCT-DEC2023, 8	99.00	
			16215729	10/1/2023	AC1318236, OCT-DEC2023, R	132.00	
			16205913	10/1/2023	AC2012540, OCT2023, 51301 I	1,200.00	8,210.50
117883	11/8/2023	54644	DIGITAL PALM SPRINGS 700012-2	7/31/2023	6/5-8/1 YOUTUBE ADS: SB 13	5,064.00	5,064.00
117884	11/8/2023	50551	DIV. OF THE STATE ARCHITE(AP-SP2023	10/24/2023	APR-SEP2023 DISABILITY AC	113.60	113.60
117885	11/8/2023	14860	E. K. WOOD LUMBER COMPAI512636	10/11/2023	3/8 NYLON ROPE	512.03	512.03

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117886	11/8/2023	14700	E. S. BABCOCK & SONS, INC. CJ30358-0076D	10/5/2023	AUG2023 LAB SAMPLES FOR	3,720.00	
			CJ30356-0076V	9/1/2023	AUG-SEPT2023 LAB SAMPLES	3,810.11	
			CJ30357-0076D	10/5/2023	SEPT2023 LAB SAMPLES FOR	2,527.05	10,057.16
117887	11/8/2023	55042	EAGLE TRUCK WASH C0000330390	10/4/2023	10/4 STEP VAN WASH	38.50	38.50
117888	11/8/2023	52568	EGAN CIVIL, INC. 22118	10/20/2023	PE10/20 AVE 53 TOT LOT	1,000.00	1,000.00
117889	11/8/2023	01850	GAME TIME PJI-0218738	9/28/2023	SINGLE ENTRANCE, RIGHT C	6,022.48	6,022.48
117890	11/8/2023	01864	HAAKER EQUIPMENT COMPAW1A56N	10/2/2023	RPR'D VACTOR (VA 2112)	1,372.11	1,372.11
117891	11/8/2023	52735	HERNANDEZ, PEDRO PD 11/6-9	10/30/2023	PD 11/6-9, CACEO CONF: MO	259.00	259.00
117892	11/8/2023	54895	HV ENTERTAINMENT 1020	9/19/2023	11/11 STAGE+AUDIO+VIDEO+	16,200.00	16,200.00
117893	11/8/2023	20450	IMPERIAL IRRIGATION DISTRIMdSP-MdOT	10/17/2023	MID SEPTEMBER-MID OCTOE	66,858.48	66,858.48
117894	11/8/2023	45108	IMPERIAL SPRINKLER SUPPL'0013046413-001	10/11/2023	TOOL STEEL LAWN & SODRC	611.46	
			0013097789-001	10/16/2023	CORONA ALUM SCOOP SHO	179.06	
			0013028034-001	10/10/2023	RB PE-PLASTIC VALVE, ETC	177.11	
			0012922813-001	10/2/2023	CORONA TRENCH SHOVEL, I	279.33	
			0012973814-001	10/5/2023	UNDERHILL SUCTION PUMP	146.82	1,393.78
117895	11/8/2023	00932	INDIO CAR WASH, INC. 010-00018-23	10/1/2023	MAY-AUG2023 CAR WASH SE	425.00	425.00
117896	11/8/2023	42444	JERNIGANS SPORTING GOOD[Sta 9/30/23	9/30/2023	SEPT2023 EMPLOYEE WORK	390.38	390.38
117897	11/8/2023	55261	JUST SMOKE BBQ LLC 000004	10/10/2023	10/31 EMPLOYEE LUNCHEON	1,113.82	1,113.82
117898	11/8/2023	44767	KUNA FM 657727-1	10/22/2023	10/2-21 AD SPOT: TTC FESTI	1,500.00	1,500.00
117899	11/8/2023	45051	LAMAR OF PALM SPRINGS 115283457	10/12/2023	10/12 POSTER AD	150.00	150.00
117900	11/8/2023	45257	LIEBERT CASSIDY WHITMORI252716	9/30/2023	PE9/30: #CO015-00009	4,810.50	4,810.50
117901	11/8/2023	24600	LOPES HARDWARE 000279	9/15/2023	PADLOCKS, SLEDGE HANDLE	1,830.37	
			000381	10/4/2023	DUCK TAPE, BLADES, PADLO	730.88	
			000008	10/2/2023	BROOM, BLADES, TEXTURE :	532.47	3,093.72
117902	11/8/2023	54971	LUA, ANGEL GRANILLO 0004	10/1/2023	JULY-SEP2023 ENGLISH INST	2,422.50	2,422.50
117903	11/8/2023	44367	LUCRECIO, CESAR Trvl Exp 11/7-10	10/19/2023	TRVL EXP 11/7-10, CMRTA CC	415.82	415.82
117904	11/8/2023	54725	MARCUS NETWORKING 59505	10/23/2023	NOV2023 NETWORK MONITC	420.00	420.00
117905	11/8/2023	55444	MARQUEZ & ASSOCIATES 101823	10/18/2023	10/18 SIMULTANEOUS INTER	440.00	440.00
117906	11/8/2023	55038	MEDINA ZENDEJAS COMMUN1599	10/5/2023	RPR'D SINKHOLE @ AVE 49A	4,150.00	4,150.00
117907	11/8/2023	51579	METLIFE- GROUP BENEFITS Nov2023	10/15/2023	NOV2023 DENTAL/VISION/LIF	12,849.07	12,849.07
117908	11/8/2023	54875	MISSIONSQUARE RETIREMENT20230930-109-3	10/17/2023	PLN #106297, ANNUAL PLN FI	125.00	125.00
117909	11/8/2023	54876	MONTANO, SARA PD 11/6-9	10/30/2023	PD 11/6-9, CACEO CONF: MO	259.00	259.00
117910	11/8/2023	54877	NAVARRO, JESSICA PD 11/6-9	10/30/2023	PD 11/6-9, CACEO CONF: MO	259.00	259.00
117911	11/8/2023	52061	OMEGA POLYGRAPH 01976	10/4/2023	8/28 CRIMINAL EXAM (Y2313E	600.00	600.00
117912	11/8/2023	55442	ON TIME SPORTS 66087	10/18/2023	10/18 DESERT MIRAGE HIGH	725.00	725.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117913	11/8/2023	47192	O'REILLY AUTO PARTS	2855-205048	10/12/2023	MOTOR OIL	39.12
				2855-201150	9/28/2023	FUEL PUMP	68.50
				2855-202500	10/3/2023	HORN BUTTON	6.19
				2855-202517	10/3/2023	OIL FILTER	3.43
				2855-180564	7/26/2023	CONNECTORS	33.69
				2855-180600	7/26/2023	2PK-KEYLESS	10.86
				2855-180857	7/27/2023	BATTERY	146.22
				2855-180858	7/27/2023	BATTERY & KEYLESS	143.98
				2855-180863	7/27/2023	THERMOSTAT	28.63
				2855-202849	10/4/2023	14OZ BRAKE CLN	45.54
				2855-202944	10/4/2023	GAL MOTOR OIL	114.13
				2855-203077	10/5/2023	SHUTOFF VLV	7.60
				2855-203082	10/5/2023	H-TMP GREASE	32.58
				2855-204678	10/10/2023	BATTERY	481.52
				2855-204796	10/11/2023	BATTERY	300.78
							1,462.77
117914	11/8/2023	51868	PALM SPRINGS AIR MUSEUM	1879	10/17/2023	11/11 AIRCRAFT FLYOVER	6,000.00
117915	11/8/2023	52650	PALMS TO PINES PRINTING A	1003COBRD-FA	10/20/2023	BIRD DESIGN T-SHIRTS	3,243.97
				1003COCAP-FA	10/20/2023	GUITAR DESIGN T-SHIRTS	3,456.03
				1003COMRD-FA	10/20/2023	DIA DE LOS MUERTOS DESIG	3,111.83
				1004COCST-FA	10/7/2023	REMOVABLE ADHESIVE STIC	426.76
							10,238.59
117916	11/8/2023	53427	PASTION INDUSTRIES, INC.	042070	9/26/2023	OT-DC2023 FIRE ALARM/RAD	195.00
117917	11/8/2023	55447	PEREZ, YOANA	Scholarship	10/30/2023	2023 CVSL SCHOLARSHIP- D	17.50
117918	11/8/2023	02028	PETE'S ROAD SERVICE, INC.	23-0707680-00	10/10/2023	MOUNT/BALANCE NEW TIRE	488.79
				23-0708237-00	10/12/2023	FLAT REPAIR	49.61
				23-0708514-00	10/12/2023	FLAT REPAIR	37.61
							576.01
117919	11/8/2023	01395	PJ'S DESERT TROPHIES & GII	26600	10/17/2023	TROPHIES & PLAQUES: TTC	293.07
				26601	10/17/2023	WHITE BANNERS W/ GROMM	978.75
							1,271.82
117920	11/8/2023	53877	POWER GIRLS	2A	10/16/2023	10/16 GREASE EXHAUST SYS	550.00
				2B	10/16/2023	10/16 GREASE EXHAUST SYS	550.00
				2C	10/16/2023	10/16 GREASE EXHAUST SYS	550.00
							1,650.00
117921	11/8/2023	54774	POWERFLO PRODUCTS INC.	61853-23	9/29/2023	FLENDOR BIPEX COUPLING	2,371.84
117922	11/8/2023	42759	PROPER SOLUTIONS, INC.	15231	10/13/2023	WE 10/13: J. FERNANDEZ	402.80
				15232	10/13/2023	WE 10/13: V. FOURNIER	1,208.40
				15254	10/20/2023	WE 10/20: J. FERNANDEZ	1,611.20
				15255	10/20/2023	WE 10/20: V. FOURNIER	1,611.20
							4,833.60

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117923	11/8/2023	55446	RAMIREZ, LOIDA Refund	10/23/2023	DEPOSIT REFUND- 9/9 & 10/1	300.00	300.00
117924	11/8/2023	42443	RDO EQUIPMENT CO. W3132745	9/28/2023	DIAGNOSTIC & REPAIRS TO :	1,319.21	1,319.21
117925	11/8/2023	54500	RELIABLE TRANSLATIONS CC26123	10/14/2023	10/14 DOCUMENT TRANSLAT	75.00	
			26061	10/7/2023	10/7 DOCUMENT TRANSLATIO	188.80	
			26141	10/18/2023	10/18 DOCUMENT TRANSLAT	75.00	
			26198	10/21/2023	10/21 DOCUMENT TRANSLAT	129.44	
			26209	10/23/2023	10/23 DOCUMENT TRANSLAT	75.00	
			26212	10/25/2023	10/25 DOCUMENT TRANSLAT	130.24	673.48
117926	11/8/2023	48608	REYES COCA-COLA BOTTLIN38126182026	10/18/2023	BOTTLED WATER, SOFT DRII	1,833.08	1,833.08
117927	11/8/2023	53592	RODRIGUEZ, EFRAIN Edu Reimb	10/26/2023	FY23/24 EDUCATION REIMBU	2,822.56	2,822.56
117928	11/8/2023	55443	RODRIGUEZ, ISAIAS 000024	10/19/2023	CUSTOM LITTLE PINATAS	2,050.00	2,050.00
117929	11/8/2023	43728	ROSALES, RENE PD 11/6-9	10/30/2023	PD 11/6-9, CACEO CONF: MO	259.00	259.00
117930	11/8/2023	52991	S & D CAR WASH MANAGEMEARB172570	9/30/2023	SEP2023 CAR WASH SERVIC	356.49	356.49
117931	11/8/2023	49697	SANCHEZ, ROBERTO 11112023	9/28/2023	11/11 VETERANS DAY CATER	1,600.00	1,600.00
117932	11/8/2023	01310	SCAG SCAG FY24 003	6/22/2023	FY 2023/24 MEMBERSHIP DU	5,350.00	5,350.00
117933	11/8/2023	50827	SDC SOUND COMPANY LLC 1137	10/6/2023	11/11 SOUND SYSTEM: VETE	750.00	750.00
117934	11/8/2023	47193	SIEMENS INDUSTRY, INC. 5608832387	9/22/2023	HYDRORANGER 200	2,531.70	2,531.70
117935	11/8/2023	44581	SIGNARAMA INV-119272	8/22/2023	INSTLL'D MDO SIGN @ DIST :	715.16	715.16
117936	11/8/2023	55326	SILLERS INSTITUTE INC. 10302023	10/30/2023	CLASS B DRIVER TRAINING:	4,000.00	
			301	10/4/2023	CLASS A DRIVER TRAINING: ,	4,000.00	8,000.00
117937	11/8/2023	46733	SIMPLOT TURF & HORTICULT208148452	10/6/2023	RANGER PRO HERBICIDE, E	1,047.76	1,047.76
117938	11/8/2023	35430	SOUTH COAST A.Q.M.D. 4240112	10/3/2023	ID 148143, F82365, >500HP GI	504.91	
			4243530	10/3/2023	ID 148143, FY23/24, EMISSION	160.35	665.26
117939	11/8/2023	54620	SOUTHWEST PROTECTIVE S 11753	9/1/2023	AUG2023 PATROL SVCS @ LL	5,045.60	
			11972	10/1/2023	SEP2023 SECURITY SVCS @	3,984.00	
			11974	10/1/2023	SEP2023 SECURITY SVCS @	6,691.88	
			11975	10/1/2023	SEP2023 PATROL SVCS @ BL	7,241.92	
			12014	10/4/2023	SEP2023 PATROL SVCS @ LL	5,342.40	
			12015	10/4/2023	9/16-18 EVENT SECURITY SV	5,079.60	33,385.40

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
117940	11/8/2023	52595	STAPLES BUSINESS CREDIT	7903577489-0-1	9/27/2023	HP 58X HIGH YIELD BLK TON	608.01	
				7615929401-0-2	9/28/2023	MARKER KT & MAGNETIC TA	59.93	
				7616324991-0-1	10/5/2023	TR LETTER TRAY SORTER M	106.63	
				7616324991-0-3	10/6/2023	AY24 AAG ELEVATION 8X11	27.18	
				7616324991-0-2	10/5/2023	AY24 AAG ELEVATION 5X8	17.39	
				7616214252-0-1	10/4/2023	MRCLEAN ANTIBAC CLNR, HI	165.48	
				7616391132-0-1	10/5/2023	HP 64XL BLACK COMBO, ETC	77.16	
				7617231303-0-1	10/18/2023	HP 64XL HY TRI-COLOR INK C	120.84	
				7617255074-0-2	10/18/2023	MARS MIXED HALLOWEEN C	32.99	
				7617255074-0-1	10/18/2023	FIRST AID KIT, HERSHEY SW	150.49	
				7617255074-0-3	10/18/2023	HALLOWEEN LOVERS SNACI	18.99	
				7615797612-0-1	9/26/2023	DUST-OFF 6PK, WOODEN ST	97.27	
				7616150825-0-1	10/13/2023	36X72 ARCH DP DESK BK/WA	1,631.02	3,113.38
117941	11/8/2023	55420	SUPERB ENGINEERING	1005	10/4/2023	PE9/30 RETENTION BASIN LN	76,046.55	76,046.55
117942	11/8/2023	54550	TBU INC.	49424	9/18/2023	RPR'D MANHOLE @ AVE 54 &	6,397.96	
				49425	9/18/2023	RPR'D MANHOLE @ AVE 54 &	5,888.20	12,286.16
117943	11/8/2023	55260	TESS ELECTRIC INC.	1330	9/25/2023	9/21 TRBLSHT VFD, ETC @ V	2,480.00	2,480.00
117944	11/8/2023	53897	THE GATE GUY	INV1091	10/16/2023	10/14 TRBLSHT GATE @ FIRE	120.00	120.00
117945	11/8/2023	55354	THE VAN DYKE CORPORATIO	1	10/18/2023	PE10/12 WATER METER EXCI	75,743.50	75,743.50
117946	11/8/2023	38250	TOPS N BARRICADES	1102715	10/9/2023	CAUTION BANNER TAPE	107.66	
				1102524	9/28/2023	24" OPEN TRENCH HI-INTENS	45.78	
				1101780	8/16/2023	CAUTION BANNER TAPE, ETC	42.36	195.80
117947	11/8/2023	45053	TYLER TECHNOLOGIES, INC.	045-441646	11/1/2023	DC2023-NV2024 TOUCHSCRE	442.00	442.00
117948	11/8/2023	38800	UNDERGROUND SERVICE AL	23-240911	10/1/2023	CA STATE FEE FOR REGULAT	41.41	
				920230112	10/1/2023	SEP2023- 62 NEW TICKETS+I	118.50	159.91
117949	11/8/2023	43751	USA BLUEBOOK	INV00145678	9/27/2023	DBL WALL VERTICAL BULK S'	2,909.02	
				INV00149869	10/2/2023	DBL WALL VERTICAL BULK S'	3,107.37	6,016.39
117950	11/8/2023	53173	VERIZON CONNECT NWF, INC	OSV000003157	10/1/2023	SEPT2023 GPS MONITORING	1,084.73	1,084.73
117951	11/8/2023	44775	VISTA PAINT CORPORATION	2023-184957-00	10/3/2023	NITRILE GLOVES, SCUFF-TEI	320.62	
				2023-204571-00	10/17/2023	ACRIGLO SEMIGLOSS P BAS	280.84	601.46

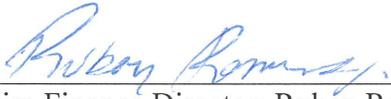
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
117952	11/8/2023	49778	WEST COAST ARBORISTS, IN205667	9/2/2023	9/2 TREE MAINT @ LLMD	379.05	
			205668	9/4/2023	9/4 TREE MAINT @ LLMD	3,445.00	
			205669	9/5/2023	9/5 TREE MAINT @ LLMD	285.00	
			205679	9/13/2023	9/13 TREE MAINT @ LLMD	725.00	
			205680	9/14/2023	9/14 TREE MAINT @ LLMD	572.00	
			205672	9/8/2023	9/8 TREE MAINT @ LLMD	1,425.00	
			205670	9/6/2023	9/6 TREE MAINT @ LLMD	5,857.00	
			205671	9/7/2023	9/7 TREE MAINT @ LLMD	570.00	
			205673	9/9/2023	9/9 TREE MAINT @ LLMD	570.00	
			205674	9/11/2023	9/11 TREE MAINT @ LLMD	570.00	
			205675	9/12/2023	9/12 TREE MAINT @ LLMD	1,045.95	
			205666	9/1/2023	9/1 TREE MAINT @ STREETS	285.00	
			205569	9/15/2023	PE9/15 TREE MAINT @ PARK	12,131.50	27,860.50
117953	11/8/2023	54464	WHITE CAP, L.P. 50023754331	9/19/2023	4" TRASH PUMP HONDA, ETC	3,168.04	
			50023773542	9/19/2023	1" GALV SCREW PIN ANCHOF	157.51	3,325.55
117954	11/8/2023	48971	XPRESS GRAPHICS & PRINTII23-56919	10/15/2023	BAR WRAP/VINYL (TTC FEST	1,246.96	1,246.96
117955	11/8/2023	54878	ZENDEJAS, JOEL PD 11/6-9	10/30/2023	PD 11/6-9, CACEO CONF: MO	259.00	259.00
117956	11/8/2023	42100	ZUMAR INDUSTRIES INC 44962	10/11/2023	SG07 INTERNALLY FRAMED (12,916.44	12,916.44
Sub total for WELLS FARGO BANK:							694,016.05

133 checks in this report.

Grand Total All Checks: 1,028,316.14

Date: November 8, 2023



Interim Finance Director: Ruben Ramirez



City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
117957	11/8/2023	55400	DR HORTON	Ref000238847	11/2/2023	UB Refund Cst #00056261	42.34	42.34
117958	11/8/2023	55402	DR HORTON	Ref000238858	11/2/2023	UB Refund Cst #00057125	28.49	28.49
117959	11/8/2023	55403	DR HORTON	Ref000238859	11/2/2023	UB Refund Cst #00057129	44.16	44.16
117960	11/8/2023	55404	DR HORTON	Ref000238864	11/2/2023	UB Refund Cst #00057140	54.19	54.19
117961	11/8/2023	55405	DR HORTON	Ref000238865	11/2/2023	UB Refund Cst #00057141	52.45	52.45
117962	11/8/2023	55437	DR HORTON	Ref000238856	11/2/2023	UB Refund Cst #00056669	28.42	28.42
117963	11/8/2023	55463	DR HORTON	Ref000238860	11/2/2023	UB Refund Cst #00057136	48.56	48.56
117964	11/8/2023	55464	DR HORTON	Ref000238861	11/2/2023	UB Refund Cst #00057137	22.42	22.42
117965	11/8/2023	55465	DR HORTON	Ref000238862	11/2/2023	UB Refund Cst #00057138	51.55	51.55
117966	11/8/2023	55466	DR HORTON	Ref000238863	11/2/2023	UB Refund Cst #00057139	2.86	2.86
117967	11/8/2023	55467	DR HORTON	Ref000238866	11/2/2023	UB Refund Cst #00057219	10.42	10.42
117968	11/8/2023	55468	DR HORTON	Ref000238867	11/2/2023	UB Refund Cst #00057397	52.05	52.05
117969	11/8/2023	55469	DR HORTON	Ref000238868	11/2/2023	UB Refund Cst #00057398	38.53	38.53
117970	11/8/2023	55461	ESPINOZA, JOSE	Ref000238854	11/2/2023	UB Refund Cst #00056560	68.56	68.56
117971	11/8/2023	55452	GARCIA, MARISOL	Ref000238834	11/2/2023	UB Refund Cst #00053987	32.86	32.86
117972	11/8/2023	55448	MAGANA, DIANA	Ref000238830	11/2/2023	UB Refund Cst #00038595	76.89	76.89
117973	11/8/2023	55390	PULTE GROUP	Ref000238842	11/2/2023	UB Refund Cst #00055368	9.40	9.40
117974	11/8/2023	55370	PULTE GROUP INC	Ref000238844	11/2/2023	UB Refund Cst #00055406	27.96	27.96
117975	11/8/2023	55382	PULTE GROUP INC	Ref000238835	11/2/2023	UB Refund Cst #00054529	51.05	51.05
117976	11/8/2023	55383	PULTE GROUP INC	Ref000238836	11/2/2023	UB Refund Cst #00054683	42.34	42.34
117977	11/8/2023	55384	PULTE GROUP INC	Ref000238837	11/2/2023	UB Refund Cst #00054704	35.38	35.38
117978	11/8/2023	55389	PULTE GROUP INC	Ref000238841	11/2/2023	UB Refund Cst #00055268	28.42	28.42
117979	11/8/2023	55392	PULTE GROUP INC	Ref000238843	11/2/2023	UB Refund Cst #00055395	23.20	23.20
117980	11/8/2023	55453	PULTE GROUP INC	Ref000238838	11/2/2023	UB Refund Cst #00055042	57.66	57.66
117981	11/8/2023	55456	PULTE HOME CO, LLC	Ref000238849	11/2/2023	UB Refund Cst #00056299	120.43	120.43
117982	11/8/2023	55457	PULTE HOME CO, LLC	Ref000238850	11/2/2023	UB Refund Cst #00056317	116.55	116.55
117983	11/8/2023	55397	PULTE HOMES	Ref000238846	11/2/2023	UB Refund Cst #00055880	26.86	26.86
117984	11/8/2023	55459	PULTE HOMES	Ref000238852	11/2/2023	UB Refund Cst #00056415	150.57	150.57
117985	11/8/2023	55460	PULTE HOMES	Ref000238853	11/2/2023	UB Refund Cst #00056422	65.12	65.12
117986	11/8/2023	55395	PULTE HOMES CO, LLC	Ref000238845	11/2/2023	UB Refund Cst #00055596	26.68	26.68
117987	11/8/2023	55435	PULTE HOMES CO, LLC	Ref000238848	11/2/2023	UB Refund Cst #00056298	17.97	17.97
117988	11/8/2023	55458	PULTE HOMES CO, LLC	Ref000238851	11/2/2023	UB Refund Cst #00056319	184.14	184.14
117989	11/8/2023	55454	PULTE HOMES INC	Ref000238839	11/2/2023	UB Refund Cst #00055051	85.09	85.09
117990	11/8/2023	55455	PULTE HOMES INC	Ref000238840	11/2/2023	UB Refund Cst #00055055	100.87	100.87

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
117991	11/8/2023	55438	REHFELD, DEAN	Ref000238857	11/2/2023	UB Refund Cst #00056822	44.00	44.00
117992	11/8/2023	55470	ROMAN, JUDITH	Ref000238869	11/2/2023	UB Refund Cst #00050297	80.28	80.28
117993	11/8/2023	55449	SOTO SIGALA, GERARDO	Ref000238831	11/2/2023	UB Refund Cst #00046495	43.00	43.00
117994	11/8/2023	55451	TWENTY-NINE PALMS BAND	Ref000238833	11/2/2023	UB Refund Cst #00052855	708.50	708.50
117995	11/8/2023	55462	VINEYARD HOMES LLC	Ref000238855	11/2/2023	UB Refund Cst #00056624	25.40	25.40
117996	11/8/2023	55450	ZEPEDA, YESENIA	Ref000238832	11/2/2023	UB Refund Cst #00051949	218.88	218.88
Sub total for WELLS FARGO BANK:								2,944.50

40 checks in this report.

Grand Total All Checks: 2,944.50

Date: November 8, 2023



Interim Finance Director: Ruben Ramirez



City Manager: Gabriel Martin



STAFF REPORT
11/11/2023

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Consideration of Conditions for Approval of an Equipment Lease/Purchase Agreement with Respect to the Aquisition, Financing and Purchase of Certain Equipment in Connection with Resolution No. 2023-72 Approved by the City Council on October 25, 2023

STAFF RECOMMENDATION:

It is recommended that the City Council remove the condition placed upon Resolution No. 2023-72, approved on October 25, 2023, allowing staff to execute and deliver an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp for a portion of the Project (as defined below).

BACKGROUND:

On July 26, 2023, the City Council (“Council”) of the City of Coachella (“City”) adopted Resolution No. 2023-53, approving that certain Contract For Design and Construction of Energy Conservation Measures – Lump Sum (Gov. Code, § 4217, *et seq.*) (Multi-Site Energy Improvement Project) (the “DB Contract”) with Alliance Building Solutions, Inc. (“Alliance”). The DB Contract requires Alliance to design and construct several different types of energy conservation measures within the City (collectively, the “City Scope”), including, the following scope of work that the City agreed to construct on behalf of the Coachella Sanitary District (“District”) at the Wastewater Treatment Plant: (i) solar photovoltaic panels; and (ii) process optimization improvements (collectively, the “District Scope” and together with the City Scope, the “Project”). The City has proposed to finance the Project, and has obtained a rate lock of 4.344% for the financing from Banc of America Public Capital Corp (the “Lender” or “Bank”) which the Bank has agreed to extend through November 9, 2023.

On October 25, 2023, the Council adopted Resolution No. 2023-72 approving the financing for the Project and the execution and delivery of the Equipment Lease/Purchase Agreement and related documents with the Bank. In connection with approval of Resolution No. 2023-72, the Council placed a condition on said resolution directing staff to finance the entire Project, including the District Scope, or alternatively not finance any of the Project.

DISCUSSION/ANALYSIS:

Upon consultation with the City's legal counsel and financial advisors, the City has been made aware that there are alternative financing structures available for the process optimization improvements at the Wastewater Treatment Plant and Alliance has provided the City with a breakout showing there are anticipated energy savings with the remainder of the Project (excepting the process optimization improvements).

The City Council is now being asked to consider removing the condition placed on Resolution No. 2023-72, allowing for staff to execute and deliver the financing documents in order to finance the Project without the process optimization improvements at the Wastewater Treatment Plant, taking advantage of the rate lock for the remainder of the Project. This will additionally allow the City and Sanitary District to take a holistic approach to improvements at the Wastewater Treatment Plant, including analyzing whether any such project would necessitate raising sewer rates.

ALTERNATIVES:

1. The City Council may decide not to finance the Project or any portion thereof.
2. Take no action

FISCAL IMPACT:

Approving the removal of the condition on Resolution No. 2023-72 will reduce the amount financed by approximately \$10 million, and allow the City to take advantage of the rate lock of 4.344% for the remainder of the Project. Interest rates have risen significantly since the Bank provided this rate; and the current estimated interest rate is approximately 5.00%.

ATTACHMENT(S):

None.

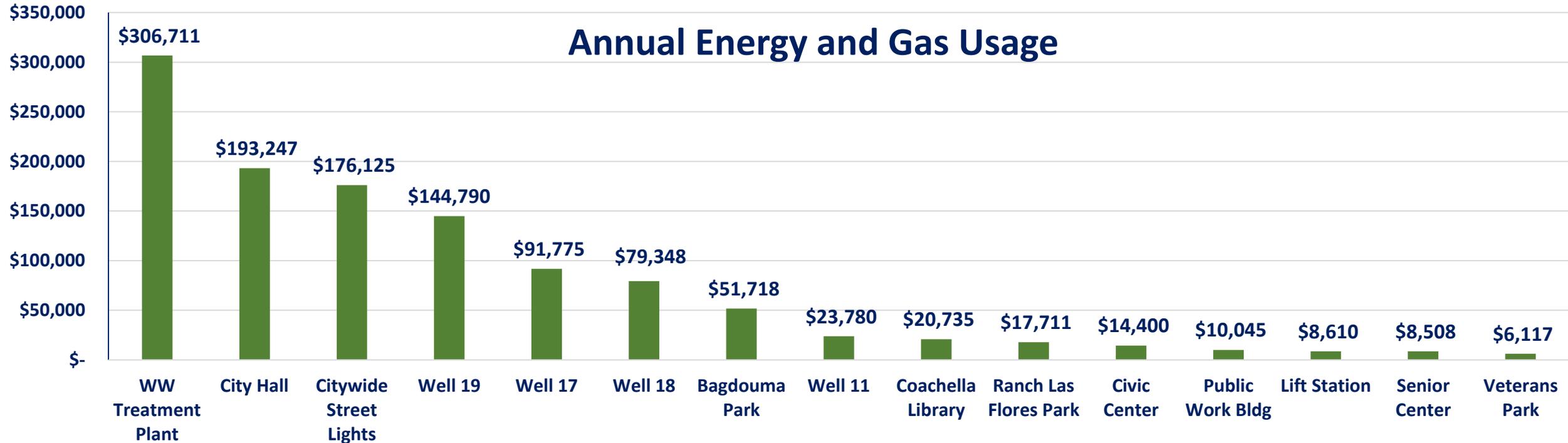


City of Coachella

Energy Efficiency Project

Current Energy Costs

Annual Energy and Gas Usage



Total Annual Cost for Gas and Electric
\$1,139,220



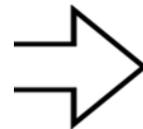
Rec. Scope of Work

	Lighting			Mechanical / Pumping		Controls	Renewables	
	Interior LED Lighting Upgrades	Exterior LED Lighting Upgrades	Decorative Lighting	HVAC Unit Replacement [Package Units]	Pumping Upgrades	Web-Based Globally Programmable Thermostats	Solar Photovoltaic	EV Charging
Bagdouma Park	✓	✓	6 th Street		✓			
Bagdouma Park Community Center	✓					✓		
Civic Center				✓(2)		✓	✓	✓
Public Works Bldg.	✓	✓				✓		
Rancho Las Flores Park		✓						
Citywide Street Lights		✓						
Wastewater Treatment Plant								✓

Lighting – All Interior Lighting

Interior LED Upgrades

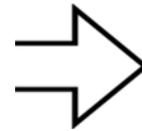
- (3) Sites
 - Bagdouma Park
 - Bagdouma Community Center
 - Public Works Building



Lighting – All Sites Combined

Exterior LED Upgrades

- (3) Sites
 - Bagdouma Park
 - Rancho Las Flores Park
 - Public Works Building



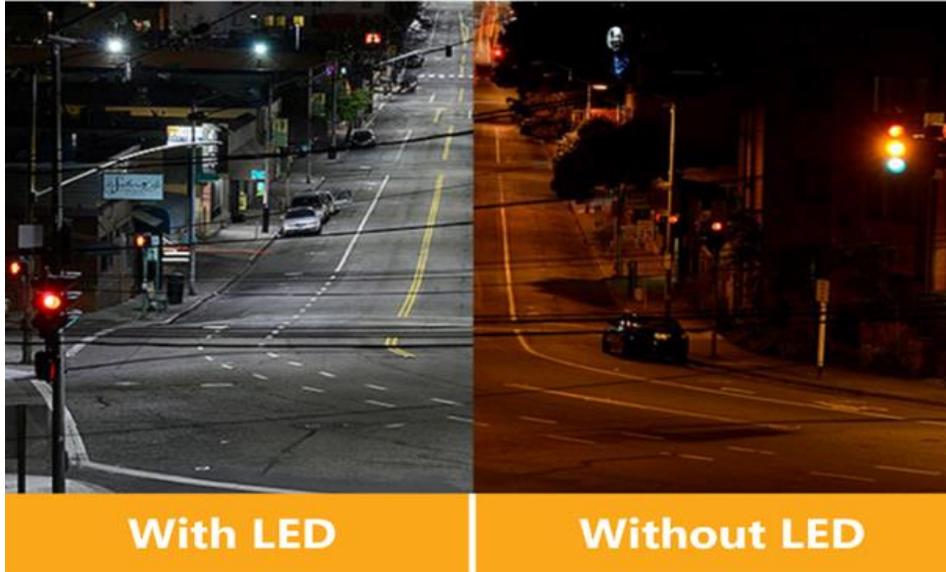
Lighting – All Sites Combined

Street Lighting

- Exterior LED Upgrades
 - Citywide



Streetlighting – Before & After



With LED

Without LED

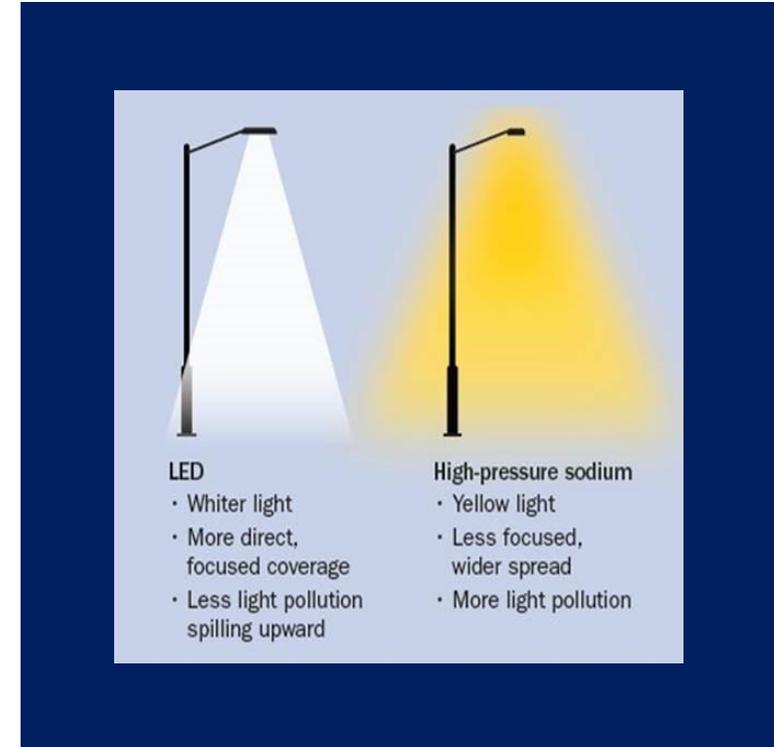


West Loch, 'Ewa Beach

BEFORE

AFTER

LED vs High Pressure Sodium (HPS)



converting streetlights to LED:

594,240 kWh savings

Lighting – All Sites Combined

Decorative Lighting

- Exterior Decorative Lighting
 - 6th Street



Example - Decorative Lighting of Previous Customer

HVAC / Mechanical

■ HVAC Package Unit Replacements

- (1) Site
 - Civic Center

Average Age

Average age of HVAC units being replaced is over 20+ years



Pumping

- Pump VFD Upgrades w/ Controls
- Bagdouma Park



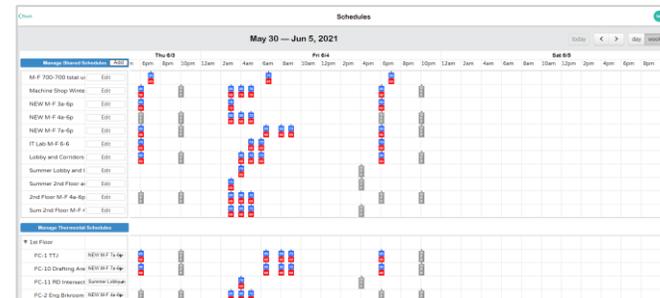
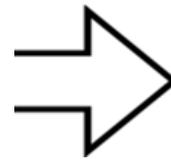
Bagdouma Park Pool



Controls

HVAC Controls System

- Install New Pelican Controls
- Open Protocol Wireless Globally Programmable T-Stat
 - (3) Sites
 - Bagdouma Community Center
 - Civic Center
 - Public Works Building



Renewables – Solar

Solar System

- Install Solar Photovoltaic (PV) System
 - (2) Sites
- EV Charging
 - (1) Site
 - 2 Chargers

System Specifications

589 kW DC

Carport/ Ground Mount Layouts



Solar Layout w/ EV Charging

Civic Center

72.2 kW

Carport Shade Structure

*Will include (2) EV chargers,
totaling (4) charging ports

Annual Estimated Production:
135,146 kWh



Solar Layout

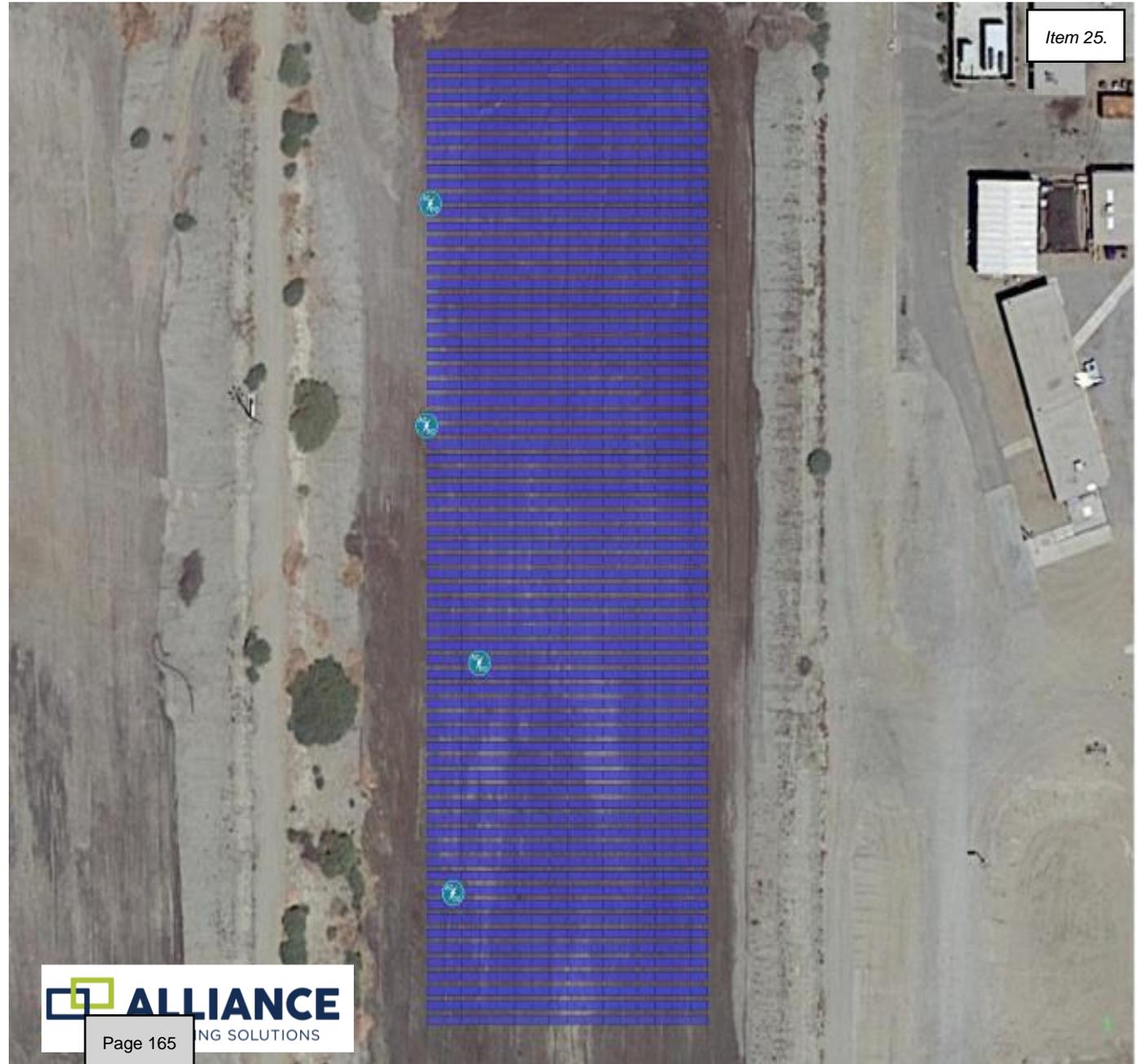
Wastewater Treatment

516 kW

Ground Mount Structure

Annual
Estimated
Production:
1,059,466 kWh

88% Offset
Following
Project
Implementation

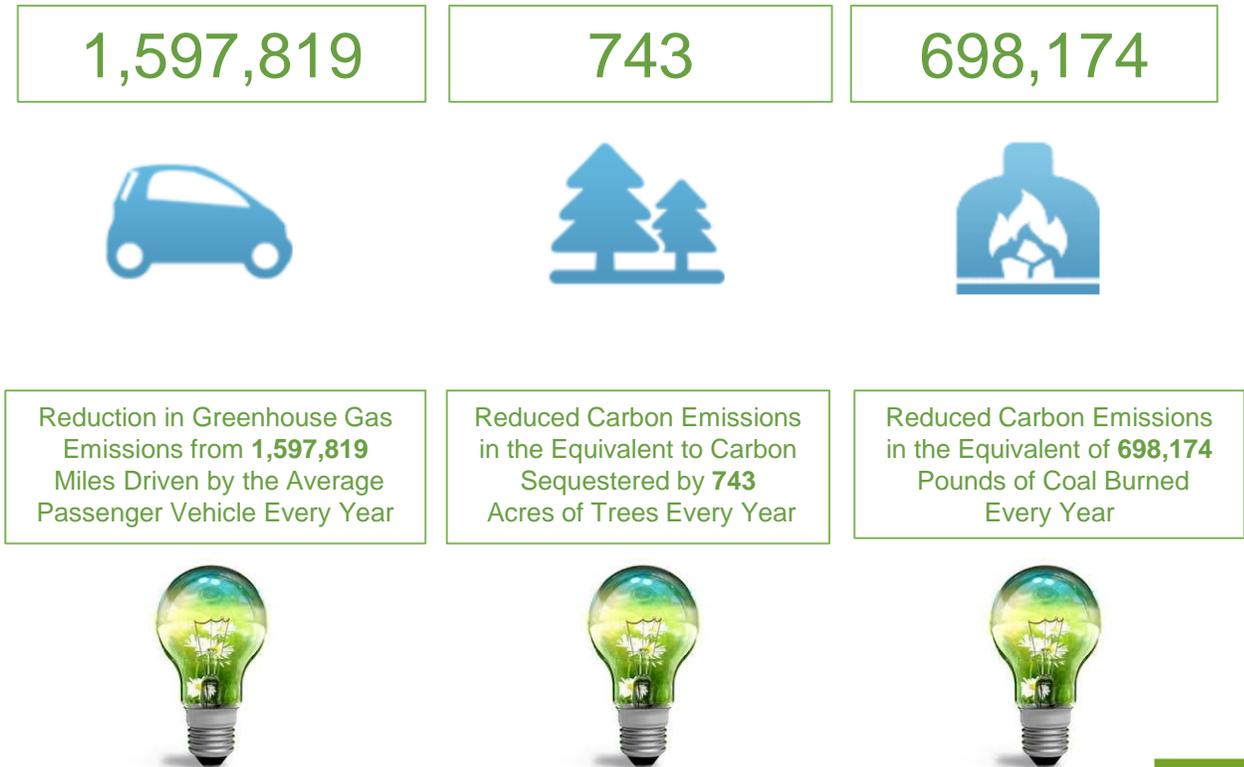


Project Benefits & Environmental Attributes

Project Benefits

- ☐ Major reduction in utility, maintenance, and operational costs; offsetting a significant amount of Citywide energy usage
- ☐ Addressing failing infrastructure and major lighting, HVAC/mechanical, and control needs throughout various City facilities
- ☐ Over \$20M of total project savings
- ☐ Project funded by savings
- ☐ 4217 Design-Build approach
- ☐ Allows Coachella to take strides toward investments into clean energy in order to meet climate action goals, while providing a sustainability dynamic in reaching a carbon neutral future

Environmental Attributes



Project Overview – City Facilities & WWTP

Fiscal Overview

Total Project Amount

\$7,157,601

Total Project Savings

\$20,772,193

Estimated 1st Year Savings

\$1,517,899

Scope Overview

- ☑ LED Lighting Upgrades ————— (4) Sites
- ☑ Street Light Upgrades ————— Citywide
- ☑ Decorative Lighting ————— 6th Street
- ☑ HVAC/ Pumping Upgrades ————— (2) Sites
- ☑ Controls Upgrades ————— (3) Sites
- ☑ Solar PV ————— (2) Sites
- ☑ EV Charging ————— (1) Site



www.absenergy.com



STAFF REPORT
11/8/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve conceptual design and appropriate \$1,000,000 to the Civic Center Pandemic Retrofit Project.

STAFF RECOMMENDATION:

Approve conceptual design and appropriate \$1,000,000 to the Civic Center Pandemic Retrofit Project.

EXECUTIVE SUMMARY:

In 2021, eleven projects were proposed to City Council for appropriation of American Rescue Plan Act (ARPA) funds. One of those projects was the Civic Center Pandemic Retrofit Project. Staff has had an architectural firm complete a conceptual design of the remodeled space; shown below.

The proposed project would provide the following improvements: new camera system, new audio and visual system, new dais with connection to closed session room, new room aesthetics, automated voting, and increased room capacity. This project would improve function of City operations by housing the City Council meetings at the same facility all other primary city functions are housed. The improvements noted would significantly increase the quality of city televised meetings which includes City Council Meetings and various city commission meetings; the audio and visual system at the City Council Chambers was last updated over 10 years ago.



FISCAL IMPACT:

The proposed project is estimated to cost \$1,000,000. The proposed project would require Council to approve an ARPA fund allocation of \$600,000 and an allocation of \$400,000 from undesignated general funds.

ALTERNATIVE:

1. Not approve staff recommendation and instead allocate \$300,000 in ARPA funds to install new and modern video and audio equipment for Planning Commission meeting room and to allow the City to have an alternative site with Zoom capabilities in case an emergency occurs at the City Hall building.
2. Not approve staff recommendation or Alternative 1 and move all ARPA funding to Council recommendations provided during the most recent Study Session on ARPA funds – Workforce Development and Old Central Park Site.
3. Provide new direction

ATTACHMENT:

- Civic Center Pandemic Retrofit Project – Site Plan and Renderings



City of Coachella Council Chamber Renovation Conceptual Design

53990 Enterprise Way,
Coachella, CA 92236

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

August 10, 2023





City of Coachella Valley - Council Chamber Renovation

Item 26.

Existing Conditions & Demolition Plan



Legend

- Area Affected
- Wall to be Demolished
- Door to be Demolished



City of Coachella Valley - Council Chamber Renovation

Item 26.

Conceptual Floor Plan & Partial Reflected Ceiling Plan





City of Coachella Valley - Council Chamber Renovation

Rendering A

Item 26.





City of Coachella Valley - Council Chamber Renovation

Item 26.

Rendering B

