



AGENDA

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

March 09, 2022
6:00 PM Regular Meeting

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

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

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

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

CALL TO ORDER:

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-23 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

APPROVAL OF AGENDA:

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

PLEDGE OF ALLEGIANCE:

PROCLAMATIONS/PRESENTATIONS:

2. State Legislative Update by Oracio Gonzalez with Ollin Strategies
3. Presentation on Coronavirus (COVID-19) Response Efforts
4. Holiday Parade Overview
5. Park Field Use Fee Review
6. Behavior Health Campus - Glenroy Hotel

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

7. Regular Meeting Minutes of February 23, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.
8. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of March 9, 2022, \$3,905,121.15.
9. Approve Resolution No. 2022-24 Adopting a Recovered Organic Waste Produce Procurement Policy as required by SB 1383.

- [10.](#) Adopt Resolution 2022-27 Authorizing the City Manager to submit an application to the California State Library for Budget Act of 2021 (SB 129) funding in the amount of \$5,250,000 for the Library Annex Project with a total project budget of \$6,000,000.
- [11.](#) Adopt Resolution No. 2022-28 funding a Full-Time Department Assistant II position for the Code Enforcement division
- [12.](#) Appropriate funding for 2022 Suavecito Sundays Event Series.
- [13.](#) Authorize Facility Use Permit fee waiver for the Desert Recreation District use of the Coachella Library during the 2022 summer months.
- [14.](#) Professional Service Agreement with KOA Corporation to develop Plans, Specifications & Engineer's Estimates for the 2022 Pedestrian and Road Safety Improvement Project, City Project ST-134.
- [15.](#) Authorize City Manager to sign Memorandum of Understanding (MOU) between FIND Food Bank and Eleanor Shadowen Senior Center.
- [16.](#) Authorize the City Manager to enter into an agreement for the acquisition of real property for the westerly extension of Fifth Street to complete the Pueblo Viejo Transit Hub Paseo.
- [17.](#) Authorize The City Manager to Execute the Third Supplement to Memorandum of Understanding Regarding Governance of the Indio Subbasin Under the Sustainable Groundwater Management Act
- [18.](#) Authorization to File a Notice of Completion for City of Coachella Water Meter Exchange Project

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [19.](#) Resolution No. 2022-25, Initiating the Formation of Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2) ("LLMD 40"); and
Resolution No. 2022-26, Declaring Intention to Form, Levy and Collect Assessments Commencing in Fiscal Year 2022/2023, preliminary approval of Engineer's Report and Setting Time and Place for Public Hearing to Conduct Property Owner Protest Ballot Proceedings.
- [20.](#) Authorize purchase of a new Haaker Equipment Vactor Model 2112 for the Coachella Sanitary District.

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 on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Best Best & Krieger, LLP, City Attorney

SUBJECT: Resolution No. 2022-23 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-23 to continue fully or partially virtual public meetings.

BACKGROUND:

The Brown Act generally allows for teleconference or virtual meetings, provided that the physical locations of the council members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the council members is located within the City. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

In March of 2020, Governor Newsom issued Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, enabling fully virtual meetings without having to post the location of the council members attending virtually. Many cities and other public agencies have been holding public meeting using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances. Governor Newsom signed the bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect. The Governor then suspended AB 361 until October 2, allowing a transition period from the prior Executive Order.

Under AB 361, cities can hold meetings without a public meeting space and without providing notice of the council members' teleconference locations if there is a Governor-proclaimed state of emergency and either state or local officials are imposing or recommending measures to promote social distancing or the City Council determines that meeting in person will be unsafe for attendees. If the virtual meeting is due to social distancing recommendations, the City Council does not have

to make any findings at its first meeting under AB 361. However, to continue meeting virtually, the City Council must find that state or local officials still at least recommend measure to promote social distancing. The findings must be made within 30 days of the first meeting and every thirty days thereafter.

DISCUSSION/ANALYSIS:

On March 4th, 2020, the Governor proclaimed a state of emergency due to the COVID-19 pandemic. The state of emergency remains in effect as of the publication of this report.

Virtual meetings are currently allowed under AB 361 because state and local officials are continuing to recommend measures to promote social distancing. In the case of the pandemic, the requisite standards for holding virtual meetings are low. The City Council would only have to find that any state or local official is recommending measures to promote social distancing. Under the plain language of the statute, there does not have to be an order requiring social distancing, and the recommendation only needs to come from a state or local official. Nothing in the bill requires that the recommendation be a formal recommendation of a local health officer or in any sort of formal guideline.

Under AB 361, the “local agency” – which the Brown Act defines as the City, not the City Council - may utilize virtual meetings if the “legislative body” makes the required findings. As defined in the Brown Act, a “legislative body” includes both the City Council and all committees and commissions. Because the City Council is the most appropriate board to make findings and policy decisions on behalf of the City, the proposed resolution contains a two-pronged approach: It provides that all commissions and committees shall be authorized to utilize virtual meeting procedures for 30 days, and authorizes each individual commission or committee to make findings in support of virtual meetings if the City Council has not renewed or terminated the resolution. Thus, the proposed resolution provides the City Council with the flexibility to allow its commissions and committees to host virtual meetings, while still maintain the City Council’s jurisdiction to require in-person meetings as warranted.

AB 361 allows the use of fully virtual meetings under the foregoing conditions, but it does not prohibit hybrid meetings. By adopting the proposed resolution, and continuing to renew it as conditions warrant, the City Council and any subordinate boards are not precluded from holding meetings that have some traditional components and some virtual or telephonic components. The City Council (and other City boards) may hold meetings where some members join in the Council Chambers and some members join virtually. The City Council may also continue to allow both live and virtual public comments, together with reduced capacity in the Chambers as conditions warrant. For any hybrid meetings, AB 361 requires that members of the public be able to make live public comments directly to the Council or other board using telephonic or electronic means and that the agenda identify the means for making public comments.

As noted above, by adopting the proposed Resolution, the City Council is not prohibited from returning to fully in-person meetings. The Resolution is intended to provide the option to utilize the AB 361 procedures in lieu of the Brown Act’s standard teleconferencing requirements. At future City Council meetings, a consent calendar item will be placed on each agenda to reconsider

and potentially renew the Resolution.

FISCAL IMPACT:

None.

ATTACHMENT:

Resolution No. 2022-23

RESOLUTION NO. 2022-23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 9th day of March 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-23 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



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

MINUTES

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

February 23, 2022
6:00 PM Regular Meeting

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:00 p.m. by Mayor Hernandez.

ROLL CALL:

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

City Treasurer Aviles, and City Clerk Zepeda

Absent: None.

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

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-20 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Pro Tem Gonzalez

Approved: 5-0, by a unanimous voice vote.

APPROVAL OF AGENDA:

City Manager Martin asked Council to pull Consent Item 7 from the agenda. There were no other changes.

Motion: To approve the agenda as amended

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by a unanimous voice vote.

PLEDGE OF ALLEGIANCE:

City Manager Martin led the Pledge of Allegiance.

APPROVAL OF MINUTES:

2. Regular Meeting Minutes of February 9, 2022, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 5-0, by a unanimous voice vote.

PROCLAMATIONS/PRESENTATIONS:

3. Congratulating Lee Espinoza for his Induction into the West Coast Boxing Hall of Fame
4. Presentation on Coronavirus (COVID-19) Response Efforts
5. Presentation of Possible Library Infrastructure Project Grant Application

WRITTEN COMMUNICATIONS:

Written communication received will be announced as the item comes forward for discussion.

CONSENT CALENDAR:

6. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of February 23, 2022, \$2,759,697.59.
7. *This item was removed from the Approval of the Agenda.*
8. Resolution No. 2022-21 adopting a notification of intent to comply with the SB 1383 regulations and seeking additional time to achieve compliance pursuant to SB 619 for organic waste reduction.
9. Approve execution of: 1) Tenth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) issue Notice of Intent Not to Renew the Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

- 10. Authorize execution of Amendment No. 1 Sublease Agreement between the City of Coachella, Coachella Valley Soccer League (CVSL) and Coachella Youth Sports Association Soccer (CYSAS).
- 11. Authorize the City Manager to execute a Professional Services Agreement with TKE Engineering, Inc. for Professional Engineering Consultant Services.

Motion: To approve per staff recommendation, Consent Calendar Items 6 through 11, with the **exception of Item 7**, which was removed during *Approval of the Agenda*.

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

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 12. Resolution No. 2022-22, Setting the Cannabis Business Tax Rates and Implement a Cannabis Tax Abatement Program

Written Comments: Simone Sandoval with CVCAN, in support, 2/23/2022 11:11 AM
Carina Romero-Castro with Global Go, LLC, in support, 02/23/2022 6:37 PM

Motion: To approve per staff recommendation

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

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

- 13. Consideration to Appoint One Coachella Resident to fill one Alternate Planning Commission Vacancy, with a **term ending date of November 2022**.

Motion: To appoint **Ventura Gutierrez** as the **Alternate Planning Commissioner**

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 4-0-1, by the following roll call vote:

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

14. Authorize appropriation of \$25,000 for augmenting Coachella Library Programming and Collection.

Motion: To approve per staff recommendation

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

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

None.

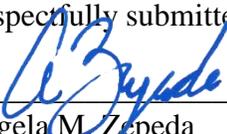
REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.
 City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:31 p.m.

Respectfully submitted,



 Angela M. Zepeda
 City Clerk

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112874	2/23/2022	54540	AGREDANO, IRMA	Ref000224457	2/16/2022	UB Refund Cst #00052916	75.01	75.01
112875	2/23/2022	54537	DEAL, GLENN	Ref000224454	2/16/2022	UB Refund Cst #00051219	98.13	98.13
112876	2/23/2022	54541	DR HORTON	Ref000224458	2/16/2022	UB Refund Cst #00053930	89.66	89.66
112877	2/23/2022	54542	DR HORTON	Ref000224459	2/16/2022	UB Refund Cst #00053959	60.31	60.31
112878	2/23/2022	54543	DR HORTON	Ref000224460	2/16/2022	UB Refund Cst #00053961	84.48	84.48
112879	2/23/2022	54544	DR HORTON	Ref000224461	2/16/2022	UB Refund Cst #00053962	77.58	77.58
112880	2/23/2022	54545	DR HORTON	Ref000224462	2/16/2022	UB Refund Cst #00053963	84.48	84.48
112881	2/23/2022	54539	GUTIERREZ, KEVIN	Ref000224456	2/16/2022	UB Refund Cst #00052721	88.42	88.42
112882	2/23/2022	54538	MORGAN, DANIEL	Ref000224455	2/16/2022	UB Refund Cst #00052423	42.57	42.57
112883	2/23/2022	54535	PROCOM INVESTMENTS, INC	Ref000224452	2/16/2022	UB Refund Cst #00041898	19.06	19.06
112884	2/23/2022	54533	RAPAN, ENEDINA CELIZ	Ref000224450	2/16/2022	UB Refund Cst #00001408	100.93	100.93
112885	2/23/2022	54536	TODEC LEGAL CENTER	Ref000224453	2/16/2022	UB Refund Cst #00047254	58.18	58.18
112886	2/23/2022	54534	VALADEZ, CONSUELO	Ref000224451	2/16/2022	UB Refund Cst #00039888	28.50	28.50
Sub total for WELLS FARGO BANK:								907.31

13 checks in this report.

Grand Total All Checks: 907.31

Date: February 23, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
579	2/23/2022	53291	ANGENIOUS ENGINEERING	19-07A-015	1/31/2022	PE1/31 AVE 50 BRIDGE	94,499.97	
				19-03-033	1/31/2022	PE1/31 DILLON RD BRIDGE	11,337.40	
				19-07B-011	1/31/2022	PE1/31 SR-86/AVE50 INTERCH	1,155.00	106,992.37
580	2/23/2022	53958	ATLAS TECHNICAL	686310	1/28/2022	PE1/28 AVE 48 & HARRISON E	1,735.25	1,735.25
581	2/23/2022	02320	CALPERS	1000000167162	2/14/2022	#6373819375, MAR2022 HEAL	90,644.83	
				1000000167162	2/14/2022	#6373819375, MAR2022 HEAL	12,378.86	103,023.69
582	2/23/2022	43672	DESERT VALLEY SERVICES INC	558749	1/13/2022	MASK DUST KN95, SANITIZEF	999.90	
				560685	2/2/2022	GLOVES, LINER, URINAL SCF	664.20	
				559474	1/20/2022	NITRILE GLOVES	238.17	
				559473	1/20/2022	NITRILE GLOVES & DISINFEC	194.59	
				560070	1/26/2022	HAND SANITIZER GEL	173.26	
				560650	2/1/2022	DISP ROLL TOWEL	23.29	2,293.41
583	2/23/2022	00207	GRAINGER INC	9174421090	1/11/2022	PHOTOCONTROL LOCKING &	1,363.73	1,363.73
584	2/23/2022	51892	HERC RENTALS, INC.	32633398-001	1/25/2022	1/24-25 SOD CUTTER RNTL	159.60	159.60
585	2/23/2022	52924	SIEMENS MOBILITY, INC.	5620038748	1/25/2022	12/24 RPLC'D 1A POLE KD @	7,081.58	
				5620038497	1/12/2022	DEC2021 TRAFFIC SIGNAL C/	3,099.88	
				5610279550	1/12/2022	DEC2021 TRAFFIC SIGNAL M.	1,812.80	11,994.26
586	2/23/2022	50629	VINTAGE ASSOCIATES, INC	223331	1/15/2022	JAN2022 LNDSCPE MAINT @	10,750.00	
				223342	1/15/2022	JAN2022 LNDSCPE MAINT @	8,775.00	
				223332	1/15/2022	JAN2022 LNDSCPE MAINT @	4,950.00	
				223338	1/15/2022	JAN2022 LNDSCPE MAINT @	4,100.00	
				223491	1/26/2022	AG-DC2021 LNDSCPE MAINT	3,000.00	
				223507	1/27/2022	INSTLL'D TREES @ RLF PAR	700.00	32,275.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								259,837.31

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112887	2/23/2022	48977	ADT COMMERCIAL	143524528	1/3/2022	FEB2022 ALARM/EXT SVC PR	1,091.89	
				143524529	1/3/2022	FB-AP2022 ALARM/EXT SVC F	590.24	
				143524527	1/3/2022	FB-AP2022 ALARM/EXT SVC F	432.05	
				143524530	1/3/2022	FB-AP2022 ALARM/EXT SVC F	232.01	
				143524533	1/3/2022	FB-AP2022 ALARM/EXT SVC F	179.85	
				143524531	1/3/2022	FEB2022 CELL/ESUITE/ALARI	67.58	
				143524532	1/3/2022	FEB2022 CELL/EXT SVC PRO	29.43	2,623.05
112888	2/23/2022	54546	ALL STATE INC	6425	1/24/2022	1/24 TOWING: CITY HALL TO	85.00	85.00
112889	2/23/2022	51894	ALPHA MEDIA LLC	600220-1	12/31/2021	12/19-31 AD SPOT: GUN SAFE	1,000.00	
				600221-1	12/31/2021	12/19-31 AD SPOT: GUN SAFE	1,000.00	2,000.00
112890	2/23/2022	01436	AMERICAN FORENSIC NURSE	75603	2/7/2022	JAN2022 BLOOD DRAWS+DR	278.27	
				75604	2/7/2022	JAN2022 BLOOD DRAW	61.22	339.49
112891	2/23/2022	42837	ARAMARK UNIFORM SERVICE	JAN2022	1/31/2022	PE1/31 UNIFORMS, MATS & G	2,733.57	
				JAN2022 SAN	1/31/2022	PE1/31 UNIFORMS, MATS & G	981.63	
				JAN2022 CC	1/31/2022	PE1/31 MATS & MOPS	500.45	4,215.65
112892	2/23/2022	42837	ARAMARK UNIFORM SERVICE	24194057	1/14/2022	DRITECH TWILL SHIRTS W/ E	391.23	
				24193054	1/14/2022	POLY PRFMNCE SS POLOS V	78.22	469.45
112893	2/23/2022	54517	BLACK KNIGHT TECHNOLOGI	10201736	2/20/2022	FB-MA2022 SITXPRO SBSCRI	250.00	250.00
112894	2/23/2022	44905	C.S. LEGACY CONSTRUCTION	12	2/14/2022	PE1/31 GRAPEFRUIT URBAN	326,185.74	326,185.74
112895	2/23/2022	43634	CACEO	200019847	2/16/2022	3/3 WEBINAR- J. NAVARRO	38.00	38.00
112896	2/23/2022	53627	CANNON PARKIN, INC.	223031	2/14/2022	PE1/31 FIRE STATION REHAB	3,664.00	3,664.00
112897	2/23/2022	53426	CELL BUSINESS EQUIPMENT	75515877	2/20/2022	ACC 1338330, 2/15-3/14, SHAF	610.58	610.58
112898	2/23/2022	07950	CITY OF COACHELLA	Dec 2021	12/31/2021	DEC2021 WATER- ST, PARKS	19,797.83	
				Dec 2021-LLD's	12/31/2021	DEC2021 WATER- LLD'S	9,965.68	29,763.51
112899	2/23/2022	53220	COACHELLA ACE HARDWARE	3252/1	2/15/2022	PRO RESPIRATOR	59.80	
				2308/1	8/10/2021	INLINE WATER FLTR	54.32	
				3248/1	2/14/2022	PADLOCK, AUTO DETAIL BRU	53.42	
				3185/1	2/1/2022	ROUGHNECK TOTE, SPRAY E	29.32	
				3218/1	2/7/2022	AIRWICK OIL	19.55	
				3141/1	1/25/2022	DIVIDED ULTRA CADDY WHT	16.30	
				2307/1	8/10/2021	INLINE WATER FLTR	8.69	
				2197/1	7/18/2021	GRILL BRUSH	5.42	
				3219/1	2/7/2022	INDOOR 7-DAY DIG TIMER	-6.53	240.29
112900	2/23/2022	51189	COAST RECREATION INC.	14359	1/27/2022	GIGGLE JIGGLER DB	4,889.63	4,889.63
112901	2/23/2022	44959	COMPUTER CONSULTANTS,	16251	2/18/2022	DEPOSIT- INSTLLTN OF EMT	863.87	863.87

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112902	2/23/2022	49858	CV PIPELINE CORP. S2800	1/31/2022	1/25 HYDRO-WASH @ RLF PA	2,160.00	2,160.00
112903	2/23/2022	49859	DEAZTLAN CONSULTING, LLC2022-12	2/11/2022	SMALL BUSINESS VIDEO CAM	4,667.00	4,667.00
112904	2/23/2022	12870	DEPARTMENT OF JUSTICE 564677	2/8/2022	OCT2021 BLOOD ALCOHOLA	175.00	175.00
112905	2/23/2022	14860	E. K. WOOD LUMBER COMPAI501775	1/26/2022	HOLE PUNCH	6.87	6.87
112906	2/23/2022	52568	EGAN CIVIL, INC. 21363	2/2/2022	PE2/2 48TH & HARRISON STA	5,528.00	5,528.00
112907	2/23/2022	44713	FARMER BROTHERS CO. 95670799	2/2/2022	COFFEE & CREAMERS	418.88	418.88
112908	2/23/2022	15750	FEDEX 7-665-78852	2/18/2022	FEB2022 FEDEX SVCS	86.24	
			7-628-78112	1/13/2022	JAN2022 FEDEX SVCS	45.68	
			7-628-78111	1/13/2022	JAN2022 FEDEX SVCS	41.32	
			7-628-78113	1/13/2022	JAN2022 FEDEX SVCS	41.32	214.56
112909	2/23/2022	44088	FERGUSON ENTERPRISES, IN0928539	1/21/2022	COMB SINK MIX FCT & 12IN E	236.72	236.72
112910	2/23/2022	52615	G/M BUSINESS INTERIORS 0273773-IN	2/7/2022	FURNITURE @ PLANNING DE	905.16	905.16
112911	2/23/2022	43733	GLADWELL GOVERNMENTAL 4802	2/10/2022	FY21/22 SBSCRPTN- RECORI	250.00	250.00
112912	2/23/2022	20450	IMPERIAL IRRIGATION DISTRIMdDC-MdJA	1/18/2022	MID DECEMBER-MID JANUAF	39,389.64	
			50387122-JA22	2/8/2022	AC50387122, 1/5-2/2, SEWER	36,481.03	
			50509172-JA22	2/7/2022	AC50509172, 1/5-2/2, CORP Y,	1,525.60	
			50705542-JA22	2/7/2022	AC50705542, 1/5-2/2, PERMIT	1,321.96	
			50416425-JA22	2/7/2022	AC50416425, 1/5-2/2	267.95	
			50705544-JA22	2/7/2022	AC50705544, 1/5-2/2, PERMIT	147.84	
			50404153-JA22	2/7/2022	AC50404153, 1/5-2/2	114.78	
			50404155-JA22	2/7/2022	AC50404155, 1/5-2/2	107.00	
			50035734-JA22	2/7/2022	AC50035734, 1/4-2/2, CVHS PI	102.15	
			50734422-JA22	2/7/2022	AC50734422, 1/5-2/2	58.09	
			50217597-JA22	2/7/2022	AC50217597, 1/5-2/2	48.65	
			50035836-JA22	2/7/2022	AC50035836, 1/5-2/2, WELL #1	44.76	
			50733502-JA22	2/7/2022	AC50733502, 1/5-2/2	35.52	
			50487676-JA22	2/7/2022	AC50487676, 1/5-2/2, LIFT STA	14.44	
			50516108-JA22	2/7/2022	AC50516108, 1/5-2/2	13.60	
			50404154-JA22	2/7/2022	AC50404154, 1/5-2/2	13.47	
			50527782-JA22	2/7/2022	AC50527782, 1/5-2/2	12.34	79,698.82
112913	2/23/2022	45108	IMPERIAL SPRINKLER SUPPL4959133-00	1/12/2022	SMALL VICTOR PVP PIPE CU	174.90	174.90
112914	2/23/2022	52420	JONES BROS CONSTRUCTIO3686	2/8/2022	PE2/8 48TH & HARRISON SEV	437,039.90	437,039.90
112915	2/23/2022	44047	KONICA MINOLTA BUSINESS 9008386456	2/13/2022	BIZHUB C454E, 1515 6TH ST,	37.02	37.02

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112916	2/23/2022	45051	LAMAR OF PALM SPRINGS	113195703	12/27/2021	12/27-1/23 ADVERTISING: CO	1,200.00	
				113274117	1/24/2022	1/24-2/20 ADVERTISING: COV	1,200.00	
				113184022	12/27/2021	12/27 ADVERTISING: COVID-1	900.00	3,300.00
112917	2/23/2022	02162	LOWE'S COMPANIES, INC.	65392	1/24/2022	12IN FINISHING TROWEL, 20I	171.11	171.11
112918	2/23/2022	42112	NRO ENGINEERING	01-22-025	12/31/2021	PE12/31 PLNCK, 1ST & HRSN	3,213.00	
				01-22-018	12/31/2021	PE12/31 PLNCK, LA COLONIA	2,142.00	
				01-22-020	12/31/2021	PE12/31 PLNCK, TR 32074:#1:	2,142.00	
				01-22-021	12/31/2021	PE12/31 PLNCK, TR 32074:#1:	1,837.50	
				01-22-024	12/31/2021	PE12/31 PLNCK, TR 32074:#1:	903.00	
				01-22-016	12/31/2021	PE12/31 PLNCK, TM 38084:#1	443.75	
				01-22-023	12/31/2021	PE12/31 PLNCK, TR 32074:#1:	378.50	
				01-22-019	12/31/2021	PE12/31 PLNCK, JOOLIES TW	321.30	
				01-22-017	12/31/2021	PE12/31 PLNCK, ZAMARRIPA:	170.10	
				01-22-022	12/31/2021	PE12/31 PLNCK, SWPPP:#13E	131.25	11,682.40
112919	2/23/2022	52757	OLLIN STRATEGIES	265	2/15/2022	FEB2022 CONSULTING SVCS	5,000.00	5,000.00
112920	2/23/2022	08050	PETTY CASH	Ck 2/23/22	2/22/2022	VOUCHERS 4224-4247, 1/25/2	1,074.60	1,074.60
112921	2/23/2022	52596	PLANIT PRINTWORKS	908582	2/10/2022	PLANS- 48TH & HRSN SEWEF	149.86	149.86
112922	2/23/2022	42759	PROPER SOLUTIONS, INC.	12894	2/11/2022	WE 2/11: S. CARLOS RAMIRE.	504.00	504.00
112923	2/23/2022	54500	RELIABLE TRANSLATIONS	CC21098	2/9/2022	2/9 CC MTG SVCS	588.00	
				21171	2/16/2022	2/16 PLANNING COMM MTG S	588.00	
				21097	2/9/2022	2/9 MAYOR & STATE CONTRC	171.50	
				20917	1/18/2022	1/18 PARK & REC MTG SVCS	147.00	
				21087	2/8/2022	2/8 SMALL BUSINESS WEBIN,	147.00	
				21199	2/19/2022	2/19 DOCUMENT TRANSLATI	77.28	1,718.78
112924	2/23/2022	48608	REYES COCA-COLA BOTTLIN	11022211424	2/2/2022	DASANI BOTTLED WATER	439.20	439.20
112925	2/23/2022	53736	RG2 MANAGEMENT LLC	2906	1/25/2022	WE 1/23: A. REYES+R. VALEN	1,937.25	
				2898	1/19/2022	WE 1/16: A. REYES	1,323.00	
				2890	1/11/2022	WE 1/9: A. REYES	1,323.00	
				2892	1/11/2022	WE 1/9: B. LIMON+A. MENDEZ	1,167.75	
				2937	2/16/2022	WE 2/13: K. MEDINA	1,080.00	
				2909	1/25/2022	WE 1/23: V. CORDOVA	688.50	
				2897	1/19/2022	WE 1/16: L. VALENZUELA	607.50	
				2891	1/11/2022	WE 1/9: L. VALENZUELA	470.34	
				2889	1/11/2022	WE 1/2: A. REYES	378.00	
				2907	1/25/2022	WE 1/23: L. VALENZUELA	245.70	9,221.04

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112926	2/23/2022	50340	ROYAL GYM SERVICES	6348	1/4/2022	DEC2021 PREVENTATIVE MA	295.00	295.00
112927	2/23/2022	54547	S & H UNIFORM CORP.	2034038	1/29/2022	COVID-19 RAPID TEST KITS	4,800.00	4,800.00
112928	2/23/2022	35450	SOCALGAS	1515 6th-JA22	1/28/2022	AC 031 523 3700 6, 12/27-1/26	562.28	
				84626Bag-JA22	1/28/2022	AC 153 323 6215 9, 12/27-1/26	459.51	
				1540 7th-JA22	1/28/2022	AC 008 423 3900 4, 12/27-1/26	352.78	
				1500 6th-JA22	1/28/2022	AC 020 678 1257 4, 12/27-1/26	281.18	
				1377 6th-JA22	1/28/2022	AC 012 623 3701 5, 12/27-1/26	145.23	
				87075Av54-JA22	1/28/2022	AC 123 573 5834 5, 12/27-1/26	70.13	
				1517 6th-JA22	1/28/2022	AC 010 594 4824 9, 12/27-1/26	46.86	
				BagPool-JA22	1/28/2022	AC 069 323 6500 7, 12/27-1/26	14.79	1,932.76
112929	2/23/2022	52595	STAPLES BUSINESS CREDIT	7348320069-0-1	1/18/2022	SPLS 8.5X11 REC COPY CS, E	373.96	
				7348427323-0-2	1/24/2022	OFFICE CHAIR	221.84	
				7349007087-0-1	1/28/2022	SLANT RING V BINDER 5IN	100.03	
				7342905127-0-1	11/2/2021	BOUFFANT CAP POLY, ETC	71.74	
				7348427323-0-1	1/20/2022	36PK AA BATTERY	64.36	
				7343875223-0-1	11/15/2021	LUNCHEON NAPKINS, PLATE	64.20	896.13
112930	2/23/2022	00582	STATE WATER RESOURCES	C Pymnt 15-MA22	2/15/2022	CWSRF LOAN: C-06-4450-110	1,505,255.69	1,505,255.69
112931	2/23/2022	52125	TAG/AMS, INC.	2806464	2/7/2022	JAN2022 DRUG TESTING	85.00	85.00
112932	2/23/2022	38250	TOPS N BARRICADES	1092180	1/28/2022	MESH CLASS II LIME W/ SLV	130.50	
				1092020	1/19/2022	3/4" BOX BUCKLES	67.21	197.71
112933	2/23/2022	44775	VISTA PAINT CORPORATION	2022-402740-00	2/14/2022	EXT FLAT WHITE & EXT FLAT	683.45	
				2022-401627-00	2/10/2022	RAC X SWITCH TIP LATEX, E	321.79	
				2022-406206-00	2/14/2022	MESH GUN FILTER	18.92	1,024.16
112934	2/23/2022	53200	WEST CALI PLUMBING	001236	1/11/2022	RPLC'D SHOWER VALVE STE	165.00	165.00
112935	2/23/2022	49778	WEST COAST ARBORIST, INC	179616	11/3/2021	PE11/3 TREE MAINT @ LLMD	4,758.00	
				179615	11/2/2021	PE11/2 TREE MAINT @ LLMD	1,350.00	
				179617	11/15/2021	PE11/15 TREE MAINT @ LLMI	450.00	6,558.00
112936	2/23/2022	44203	WEST COAST SAND & GRAVE	452515	1/13/2022	3/8 STABILIZED DESERT GOL	7,772.40	7,772.40
Sub total for WELLS FARGO BANK:							2,469,993.93	

58 checks in this report.

Grand Total All Checks: 2,729,831.24

Date: February 23, 2022



Finance Director: Nathan Statham

apChkLst
03/02/2022 7:27:40AM

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>
587	3/1/2022	51949	THE H.N. & FRANCES C. BER(64	3/1/2022	MAR2022- CIVIC CENTER LO/	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
112937	3/1/2022	54531	ACLU FOUNDATION OF SOUTDec 2021	1/24/2022	12/13 PUBLIC SAFETY STUDY	7,889.00	7,889.00
112938	3/1/2022	24250	LEAGUE OF CALIFORNIA CITI641087	1/1/2022	2022 MEMBERSHIP DUES	16,477.00	
			2537	1/4/2022	2022 RIV COUNTY MEMBERS	100.00	16,577.00
Sub total for WELLS FARGO BANK:							24,466.00

3 checks in this report.

Grand Total All Checks: 33,342.26

Date: March 1, 2022


Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112939	3/2/2022	54554	CARRANZA, ROGELIO	Ref000224710	3/1/2022	UB Refund Cst #00051977	58.96	58.96
112940	3/2/2022	54555	CORREA, JESUS	Ref000224711	3/1/2022	UB Refund Cst #00052549	87.34	87.34
112941	3/2/2022	54559	DR HORTON	Ref000224715	3/1/2022	UB Refund Cst #00053929	50.47	50.47
112942	3/2/2022	54560	DR HORTON	Ref000224716	3/1/2022	UB Refund Cst #00053958	51.32	51.32
112943	3/2/2022	54561	DR HORTON	Ref000224717	3/1/2022	UB Refund Cst #00054021	46.60	46.60
112944	3/2/2022	54562	DR HORTON	Ref000224718	3/1/2022	UB Refund Cst #00054022	55.63	55.63
112945	3/2/2022	54563	DR HORTON	Ref000224719	3/1/2022	UB Refund Cst #00054023	61.24	61.24
112946	3/2/2022	54564	DR HORTON	Ref000224720	3/1/2022	UB Refund Cst #00054024	54.34	54.34
112947	3/2/2022	54565	DR HORTON	Ref000224721	3/1/2022	UB Refund Cst #00054025	44.87	44.87
112948	3/2/2022	54553	MACIEL, MARCELINA	Ref000224709	3/1/2022	UB Refund Cst #00046222	2.96	2.96
112949	3/2/2022	54556	PULTE GROUP INC	Ref000224712	3/1/2022	UB Refund Cst #00052670	25.10	25.10
112950	3/2/2022	54557	PULTE GROUP INC	Ref000224713	3/1/2022	UB Refund Cst #00052685	85.09	85.09
112951	3/2/2022	54558	PULTE GROUP INC	Ref000224714	3/1/2022	UB Refund Cst #00052688	21.65	21.65
112952	3/2/2022	54552	TERRIQUEZ, MIGUEL	Ref000224708	3/1/2022	UB Refund Cst #00046047	193.36	193.36
Sub total for WELLS FARGO BANK:							838.93	

14 checks in this report.

Grand Total All Checks: 838.93

Date: March 2, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
588	3/2/2022	45929	BECK OIL, INC.	51185CL	2/15/2022	PE2/15 SANITARY DEPT FUEL	1,548.83
				50856CL	1/31/2022	PE1/31 SANITARY DEPT FUEL	1,324.11
				51146CL	2/15/2022	PE2/15 WATER DEPT FUEL	912.54
				50814CL	1/31/2022	PE1/31 WATER DEPT FUEL	661.61
				51165CL	2/15/2022	PE2/15 VEHICLE MAINT DEPT	641.00
				50836CL	1/31/2022	PE1/31 VEHICLE MAINT DEPT	528.43
				51144CL	2/15/2022	PE2/15 STREETS DEPT FUEL	388.15
				50812CL	1/31/2022	PE1/31 STREETS DEPT FUEL	314.23
				51174CL	2/15/2022	PE2/15 STREETS DEPT FUEL	230.54
				51139CL	2/15/2022	PE2/15 ENG DEPT FUEL	228.16
				50865CL	1/31/2022	PE1/31 BLDG MAINT DEPT FL	179.41
				50807CL	1/31/2022	PE1/31 ENG DEPT FUEL	151.86
				51192CL	2/15/2022	PE2/15 BLDG MAINT DEPT FL	100.70
				50897CL	1/31/2022	PE1/31 PARKS DEPT FUEL	68.39
				50866CL	1/31/2022	PE1/31 ADMIN DEPT FUEL	43.54
				51218CL	2/15/2022	PE2/15 PARKS DEPT FUEL	26.24
				51193CL	2/15/2022	PE2/15 ADMIN DEPT FUEL	18.65
							7,366.39
589	3/2/2022	51892	HERC RENTALS, INC.	32559171-001	12/13/2021	12/9-10 LIGHT TOWER RNTL	1,139.56
				32559030-001	12/13/2021	12/9-10 LIGHT TOWER RNTL	814.18
				32559049-001	12/13/2021	12/9-10 LIGHT TOWER RNTL	814.18
				32556502-001	12/13/2021	12/9-10 LIGHT TOWER RNTL	705.72
				32488662-002	11/9/2021	11/6-7 LIGHT TOWER RNTL	433.84
				32488663-002	11/9/2021	11/6-7 LIGHT TOWER RNTL	433.84
				32559177-002	12/22/2021	12/9-10 LIGHT TOWER RNTL	433.84
				32559177-001	12/13/2021	12/9-10 LIGHT TOWER RNTL	380.34
				32556502-002	12/13/2021	12/9-10 LIGHT TOWER RNTL	325.38
				32487191-002	11/9/2021	11/6-7 LIGHT TOWER RNTL	216.92
				32488662-003	11/9/2021	11/6-7 LIGHT TOWER RNTL	108.46
				32488663-003	11/9/2021	11/6-7 LIGHT TOWER RNTL	108.46
							5,914.72
590	3/2/2022	52802	RED WING BUSINESS ADVAN	2022012700343	1/27/2022	1/13 EMPLOYEE WORK BOO	446.46
				2022021000343	2/10/2022	2/2+3 EMPLOYEE WORK BOC	244.72
							691.18
591	3/2/2022	54432	US BANK N.A.	1947176	2/24/2022	COACHELLA SDW REF BDS 2	240,087.45
							240,087.45

Γ FOR WELLS FARGO BANK -SEPARATE CHECK: 254,059.74

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112953	3/2/2022	01436	AMERICAN FORENSIC NURSE75650	2/15/2022	JAN2022 BLOOD DRAW+DRY	94.61	94.61
112954	3/2/2022	42837	ARAMARK UNIFORM SERVICEDEC2021	12/31/2021	PE12/31 UNIFORMS, MATS &	2,492.45	
			DEC2021 SAN	12/31/2021	PE12/31 UNIFORMS, MATS &	649.26	
			DEC2021 CC	12/31/2021	PE12/31 MATS & MOPS	307.23	3,448.94
112955	3/2/2022	42251	ARCOS, MARIA	Ck 3/2/22	2/22/2022 VOUCHER 81, 11/27-2/10	290.89	290.89
112956	3/2/2022	03650	BARBARA SINATRA CHILDREN	Nov 2021	2/7/2022 11/30 SVCS: LAW ENFORCEM	231.00	231.00
112957	3/2/2022	44202	CAPITAL REALTY ANALYSTS	21-4700	2/18/2022 APPRAISAL FEE: APN 763-412	6,500.00	6,500.00
112958	3/2/2022	53423	CBE OFFICE SOLUTIONS	IN2472988	2/20/2022 ACC #CC3502, COLOR COPIE	973.93	973.93
112959	3/2/2022	02048	CDW GOVERNMENT, INC.	S175398	2/14/2022 EPSON TM-S9000II MF SCANI	1,736.66	1,736.66
112960	3/2/2022	07950	CITY OF COACHELLA	Jan 2022	1/31/2022 JAN2022 WATER- ST, PARKS,	22,541.96	
			Jan 2022-LLD's	1/31/2022	JAN2022 WATER- LLD'S	9,388.84	31,930.80
112961	3/2/2022	00981	CMRTA	2210	12/1/2021 2022 MBRSHR RNWL: CESAR	150.00	150.00
112962	3/2/2022	00749	COUNTY OF RIVERSIDE	SH0000040512	2/16/2022 12/16-1/12 LAW ENFORCEME	663,108.39	663,108.39
112963	3/2/2022	11800	COUNTY OF RIVERSIDE	AN0000002399	2/24/2022 JAN2022 ANL SHLTR+FIELD+I	31,871.46	31,871.46
112964	3/2/2022	54271	COUNTY OF RIVERSIDE	2022-104	2/17/2022 5/22-24 ICSC (10X10 SPACE):	4,000.00	4,000.00
112965	3/2/2022	54549	CV SMOG INC	Grpfrt Blvd	2/23/2022 INSTLLTN OF STEEL GATE FC	12,782.50	12,782.50
112966	3/2/2022	44718	DAMARA'S FLOWERS	8519	1/31/2022 SPRAY ARRANGEMENT: ROG	75.00	75.00
112967	3/2/2022	53007	DESERT PROMOTIONAL &	84033	2/15/2022 JACKETS+TWILL SHIRTS W/	513.30	
				84047	2/15/2022 POLOS W/ EMBROIDERY	250.13	
				83862	2/7/2022 CARDIGAN+POLOS W/ EMBR	90.26	853.69
112968	3/2/2022	52568	EGAN CIVIL, INC.	21391	2/22/2022 2/3+4 CONSTRUCTION STAKI	3,232.50	3,232.50
112969	3/2/2022	44713	FARMER BROTHERS CO.	95670569	1/11/2022 COFFEE, CUPS, CREAMER, E	565.49	565.49
112970	3/2/2022	51604	FRONTIER	3986515-FB22	2/16/2022 760/398-6515, 2/16/22	61.60	61.60
112971	3/2/2022	51494	GARDA CL WEST, INC.	20515334	1/31/2022 JAN2022 EXCESS COIN BAG	399.38	
				20515325	1/31/2022 JAN2022 EXCESS LIABILITY/F	202.19	601.57
112972	3/2/2022	42499	GONZALEZ, JENNIFER D.	Edu Reimb	2/15/2022 FY21/22 EDUCATION REIMBU	2,400.00	2,400.00
112973	3/2/2022	20450	IMPERIAL IRRIGATION DISTRIMdJA-MdFB	2/15/2022	MID JANUARY-MID FEBRUAR	60,083.15	
				50035560-JA22	2/2/2022 AC50035560, 12/30-1/28, ST LI	23,795.34	
				50408460-JA22	1/31/2022 AC50408460, 12/29-1/26, WEL	7,549.20	91,427.69
112974	3/2/2022	45108	IMPERIAL SPRINKLER SUPPL	4891129-00	11/12/2021 HUNTER 6 STA INDOOR/OUTI	104.59	104.59
112975	3/2/2022	47328	KONICA MINOLTA	39501482	2/23/2022 BIZHUB C454E, 1515 6TH ST,	212.07	212.07
112976	3/2/2022	44047	KONICA MINOLTA BUSINESS	9008404460	2/22/2022 BIZHUB 282, FIRE DEPT, 1/23	1.01	1.01
112977	3/2/2022	45257	LIEBERT CASSIDY WHITMORI	212407	1/31/2022 PE1/31: #CO015-00008	5,284.00	5,284.00

41 checks in this report.

Grand Total All Checks: 1,140,201.41

Date: March 2, 2022



Finance Director: Nathan Statham



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Resolution No. 2022-24 Adopting a Recovered Organic Waste Produce Procurement Policy as required by SB 1383.

STAFF RECOMMENDATION:

Approve Resolution No. 2022-24 Adopting a Recovered Organic Waste Produce Procurement Policy as required by SB 1383.

EXECUTIVE SUMMARY:

SB 1383 was passed in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets set by SB 1383 include: 1) statewide reduction of organic waste disposal of 75% by 2025 and 2) statewide food rescue efforts that will rescue at least 20% of currently disposed surplus food by 2025.

In order to meet these goals one of the requirements in the regulations drafted by the California Department of Resources Recycling and Recovery (“CalRecycle”) identifies procurement of recovered organic waste products by all local entities. SB 1383 Regulations require the City of Coachella to annually procure a quantity of recovered organic waste products that meets or exceeds an annual recovered organic waste product procurement target. The City’s procurement target is calculated by multiplying the per capita procurement target of 0.08 tons of organic waste by the City’s population according to the most recent annual data as reported by the California Department of Finance. The SB 1383 Regulations allow the City to comply with its Procurement Target obligations by directly procuring, or using a direct service provider to procure, recovered organic waste products for use or giveaway. The following types of recovered organic waste products may be counted towards the City’s annual procurement target: compost, renewable gas, electricity from biomass conversion; and certain types of mulch. The City has identified it will be able to meet the procurement target established.

The SB 1383 Regulation further requires the City identify procurement of recycled paper products and for businesses to certify to the percentage of postconsumer material in the paper products and product recyclability. The SB 1383 Regulations require the City maintain records related to its efforts in meeting the procurement target and satisfying recycled paper procurement requirements. Staff recommends adoption of the attached Resolution to align city procurement methods with

those required by SB 1383 and to use the recommended policy as a guide for all departments in their procurement practices.

FISCAL IMPACT:

This mandated policy will require significant administrative time. As part of the policy record keeping requirements, City paper and mulch product purchases will need to be tracked. This will be an additive task assigned to existing City staff. It is difficult to directly estimate the time utilization these tasks will take. If this policy adds on average 4 hours per week to staff work assignments, the total annual cost to the City would be \$11,500 for the assigned staff level.

Attachment:
Resolution 2022-24

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING A RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT POLICY

WHEREAS, the California Department of Resources Recycling and Recovery (“CalRecycle”) promulgated regulations related to the procurement of recovered organic waste products in Article 12 of Chapter 12 of Title 14 of the California Code of Regulations in response to SB 1383 (Lara, Chapter 395, Statutes of 2016) (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require the City of Coachella (“City”) to annually procure a quantity of recovered organic waste products that meets or exceeds an annual recovered organic waste product procurement target (“Procurement Target”); and

WHEREAS, the City’s Procurement Target is calculated by multiplying the per capita procurement target of 0.08 tons of organic waste by the City’s population according to the most recent annual data as reported by the California Department of Finance; and

WHEREAS, the SB 1383 Regulations allow the City to comply with its Procurement Target obligations by directly procuring, or using a direct service provider to procure, recovered organic waste products for use or giveaway; and

WHEREAS, any of the following types of recovered organic waste products may be counted towards the annual Procurement Target: compost produced at a compostable material handling operation or facility; renewable gas used as fuel for transportation, electricity, or heating applications; electricity from biomass conversion; and certain types of mulch; and

WHEREAS, the SB 1383 Regulations further require the City to identify procure recycled paper products and for businesses to certify to the percentage of postconsumer material in the paper products and product recyclability; and

WHEREAS, the SB 1383 Regulations require the City to main records related to its efforts in meeting the Procurement Target and satisfying recycled paper procurement requirements; and

WHEREAS, the City wishes to adopt a recovered organic waste product policy to provide direction in the procurement and use of recycled products to its departments.

NOW, THEREFORE, BE IT RESOLVED, that the Coachella City Council hereby adopts the “Recovered Organic Waste Product Procurement Policy” attached hereto as Exhibit “A” and incorporated herein and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the City Council further grants that the City Manager and/or City Attorney shall have ongoing authority, without further approval by the City Council, to make minor amendments to Exhibit “A” from time to time, in accordance with changes to state and federal laws and regulations which may affect the Regulations.

PASSED, APPROVED and ADOPTED this 9th day of March 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-24 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Exhibit A
Recovered Organic Waste Product Procurement Policy

CITY OF COACHELLA
RECOVERED ORGANIC WASTE PRODUCT
PROCUREMENT POLICY

1. PURPOSE

It is the policy of the City of Coachella, applicable to all departments, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste Product Procurement Policy (the “Policy”) will help the City to:

- a. Protect and conserve natural resources, water, and energy;
- b. Provide direction in the procurement and use of recycled products;
- c. Minimize the City’s contribution to climate change, pollution, and solid waste disposal; and,
- d. Assure compliance with the required Annual Recovered Organic Waste Product Procurement Target mandated by 14 CCR Section 18993.1 et seq.

2. DEFINITIONS

The following terms, whenever used in this Policy, shall be defined as follows, unless otherwise indicated or unless the context otherwise requires:

ANNUAL RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT TARGET shall mean the amount of Organic Waste in the form of a Recovered Organic Waste Product that the City is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City’s residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to each City of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle’s website and providing written notice directly to the City.

CITY shall refer to the City of Coachella.

COMPOST shall mean the product resulting from the controlled biological decomposition of Organic Solid Wastes that are source separated from the municipal Solid Waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4). Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Division 7, Chapter 3.1 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Division 7, Chapter 3.2. Compost shall meet the State’s composting operations regulatory requirements.

DIRECT SERVICE PROVIDER shall mean a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

ELECTRICITY PROCURED FROM BIOMASS CONVERSION shall mean electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the City's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

MULCH shall mean mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Division 7, Chapter 12. This Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

- a. Produced at one of the following facilities:
 1. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 3. A Solid Waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
- b. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

ORGANIC WASTE shall mean Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to: food; yard trimmings; organic textiles and carpets; lumber; wood; Paper Products; Printing And Writing Paper; manure; biosolids; digestate; and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

PAPER PRODUCTS shall include, but are not limited to: paper janitorial supplies; cartons; wrapping; packaging; file folders; hanging files; corrugated boxes; tissue; and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS shall include, but are not limited to: copy; xerographic; watermark; cotton fiber; offset; forms; computer printout paper; white wove envelopes; manila envelopes; book paper; note pads; writing tablets; newsprint; and other uncoated writing papers; posters; index cards; calendars; brochures; reports; magazines; and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PRE-CONSUMER MATERIAL or **BY-PRODUCTS** are generated after the manufacture of a product is completed, but before the product has reached the end-use consumer. Examples of pre-consumer recovered materials include obsolete inventories of finished goods, rejected unused stock, and paper wastes generated during printing, cutting, and other converting operations.

POST-CONSUMER RECYCLED MATERIALS are finished products that have served their intended use and would normally be disposed of as Solid Waste. Examples of post-consumer recovered materials include old newspapers, office paper, yard waste, steel, glass, aluminum cans, plastic bottles, oil, asphalt, concrete, and tires.

PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCTS shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City's behest.

PUBLICLY-OWNED TREATMENT WORKS or **POTW** has the same meaning as in 40 CFR Section 403.3(r).

RECORDKEEPING DESIGNEE shall mean the public employee appointed by the City Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the City and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

RECOVERED ORGANIC WASTE PRODUCTS shall mean products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

RECYCLED MATERIAL is waste and by-products that have been recovered or diverted from the Solid Waste stream and that can be utilized in place of raw material in the manufacturing of a product. Recycled materials may consist of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural waste, and other items, all of which can be used in the manufacture of new products.

RECYCLABILITY shall mean that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.

RECYCLED-CONTENT PAPER PRODUCTS and **RECYCLED-CONTENT PRINTING AND WRITING PAPER** shall mean such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Public Contract Code Sections 12200, 122209, and 22150 to 22154, as amended from time to time.

RENEWABLE GAS shall mean gas derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

SB 1383 means Senate Bill 1383 (Chapter 395, Statutes of 2016), which established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended from time to time.

SB 1383 REGULATIONS or **SB 1383 REGULATORY** shall mean or refer to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

SB 1383 REGULATIONS shall mean or refer to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

TON or **TONNAGE** for purposes of calculating compliance with the Annual Recovered Organic Waste Product Procurement Target shall be calculated based on the assumption that one (1) Ton of Organic Waste constitutes:

- a. Twenty-one (21) diesel gallon equivalents (“DGE”) of renewable gas in the form of transportation fuel;
- b. Two hundred forty-two (242) kilowatt-hours of electricity derived from renewable gas;
- c. Twenty-two (22) therms for heating derived from renewable gas;
- d. Six hundred fifty (650) kilowatt-hours of electricity derived from biomass conversion;
- e. Zero point fifty-eight (0.58) tons of Compost **or** one point forty-five (1.45) cubic yards of Compost.
- f. Two thousand (2,000) pounds (i.e. one (1) “ton”) of mulch.

STATE shall mean the State of California.

WATER EFFICIENT LANDSCAPING ORDINANCE shall mean the State’s Model Water Efficient Landscaping Ordinance (California Code of Regulations, title 23, section 490 et seq.).

3. **POLICY**

- a. It is the Policy of the City of Coachella to purchase recycled products whenever possible and use or give away a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target.
- b. Comply with 14 CCR, Division 7, Chapter 12, Article 12 (the “SB 1383 Procurement Regulations”) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste Materials, and further to purchase Recycled-

Content Paper Products and Recycled-Content Printing and Writing Paper.

- c. Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper shall be purchased and used in: (1) all copy machines which will accept it; (2) all printing purposes; and (3) all stationary and envelopes used by City departments and employees in the course and scope of their official duties.
- d. City departments shall examine their purchasing specifications and, where feasible, restructure them to require the use of products which incorporate recycled materials in their manufacture.
- e. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments of City shall purchase such Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%) postconsumer fiber, measured by fiber weight—provided that the total cost is the same or less than the total cost of non-recycled items, consistent with the requirements of the Public Contract Code, sections 22150 through 22154, and sections 12200 and 12209, as amended.
- f. All Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in 16 CFR section 260.12.
- g. Provide records to the Recordkeeping Designee of **all** Paper Products and Printing and Writing Paper purchases within thirty (30) days of such purchase (whether or not composed of recycled content) made by a division, department, or employee of the City. Records shall include: (1) a copy of the invoice or other documentation of purchase; (2) written certifications as required by this policy for recycled-content purchases; (3) vendor name; (4) purchaser name; (5) quantity purchased; (6) date purchased; and (7) recycled content (including whether no recycled material was used). Further, if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing paper were not so provided.
- h. The City shall cooperate with the County of Riverside, other Riverside County cities, and other governmental agencies in the development of programs and procedures which further this Policy.

4. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT

City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of this Policy.

To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in its respective definition):

- a. Compost;
- b. Mulch;
- c. Renewable Gas in the form of transportation fuel, electricity, or heat; and
- d. Electricity Procured from Biomass Conversion.

5. REQUIREMENTS FOR CITY DEPARTMENTS

5.1 Compost And Mulch Procurement

Departments responsible for landscaping maintenance, renovation, or construction shall:

- a. Use Compost and Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction as practicable and whenever available, while capable of meeting quality standards and criteria specified. Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- b. When City uses Compost and Mulch and the applications are subject to the State Water Efficient Landscaping Ordinance (“MWELO”), all departments and employees shall comply with the MWELO, including the following:
 - 1. For landscape installations, Compost at a rate of a minimum of four (4) cubic yards per one thousand (1,000) square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) Organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - 2. Apply a minimum of three (3) inches Eligible Mulch to all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. Whenever Mulch is applied in this way, up to five percent (5%) of the landscape area shall be left without mulch to provide habitat for beneficial insects and other wildlife. Designated insect habitats must be included in the landscape design plan as such.
 - 3. Procure Organic Mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products, unless the Recycled or Post-Consumer Organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
 - 4. For all mulch that is land applied, procure Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- c. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of a project. Records shall include:

1. General procurement records, including:
 - (i) A general description of how and where the product was used and applied, if applicable;
 - (ii) The source of a product, including the name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - (iii) The type of product;
 - (iv) The quantity of each product; and,
 - (v) All invoices or other records demonstrating purchase or procurement.
 2. For Compost and Mulch provided to residents through giveaway events or other types of distribution methods, records shall be kept of all Compost and Mulch provided to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with all reporting requirements under this Policy.
 3. For procurement of Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as amended from time to time.
- d. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract, agreement, or executed purchase order with enforceable provisions that include: (i) definitions and specifications for Mulch; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is non-compliant with the requirements.

5.2 Renewable Gas Procurement

For all Renewable Gas procurement, to be used for fuel for transportation, electricity, or heating applications, the City, its departments and employees shall:

- a. Procure Renewable Gas made from recovered Organic Waste for transportation fuel, electricity, and heating applications to the degree that it is appropriate and available for the City, and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.
- b. Keep records of the amount of Renewable Gas procured and used by the City, including the general procurement record information specified in Section 5(A)(3)(a), and submit records to the Recordkeeping Designee. City shall additionally obtain the documentation and submit records specified in Section 5(B)(3) below, if applicable.
- c. If the City procures Renewable Gas from a POTW,

1. Annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section 17896.6(a)(1) and the items listed in this Section 5(B)(3).
2. Annually receive a record from the POTW documenting the amount of Organic Waste, in Tons, received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12) (other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10)) that is permitted or authorized under 14 CCR Division 7; (ii) a transfer or processing facility or operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1, as permitted under 27 CCR Division 2.
3. Annually receive documentation from the POTW of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal in order to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. For the purposes of this Policy, landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes: (i) final disposition at a landfill; (ii) use of material as alternative daily cover or alternative intermediate cover at a landfill; and (iii) other dispositions not listed in 14 CCR Section 18983.1(b). Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.
4. Annually receive documentation that the POTW receives vehicle-transported Solid Waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirements of 14 CCR Section 18993.1(h)(2).
5. City shall submit these records to the Recordkeeping Designee on an annual basis, not to exceed thirty (30) days from receipt of notification from the POTW.

5.3 Electricity Procured From Biomass Conversion

For Electricity Procured from Biomass Conversion, City, its departments and employees shall:

- a. Procure electricity from a biomass conversion facility that receives feedstock from a composting facility, transfer/processing facility, a solid waste landfill, and/or receives feedstock from the generator or employees on behalf of the generator of the Organic Waste and to the degree that it is available and practicable for the City, and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.
- b. Maintain records and conduct the following recordkeeping activities:
 1. Keep records of the amount of Electricity Procured from Biomass Conversion

facilities, including the general procurement record information specified in Section 5(A)(3)(a).

2. Receive written notification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i).
3. Provide these records to the Recordkeeping Designee.

6. REQUIREMENTS FOR DIRECT SERVICE PROVIDERS

6.1 Requirements For Landscaping Maintenance, Renovation, And Construction Service Providers

Direct Service Providers of landscaping maintenance, renovation, and construction shall:

1. Use Compost and Mulch, as practicable, produced from recovered Organic Waste, as defined in Section 2 of this Policy, for all landscaping renovations, construction, or maintenance performed for the City, where available and capable of meeting quality standards and criteria as specified by this Policy. Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
2. If subject to the MWELo, comply Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELo, 23 CCR Division 2, Chapter 2.7, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four (4) cubic yards per one thousand (1,000) square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding such Compost and tilling.
 - b. Apply a minimum of three (3) inches of mulch to all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. Whenever Mulch is applied in this way, up to five percent (5%) of the landscape area shall be left without mulch to provide habitat for beneficial insects and other wildlife. Such designated insect habitats must be included in the landscape design plan as such.
 - c. Procure Organic Mulch materials made from Recycled or Post-Consumer Materials rather than inorganic materials or virgin forest products, unless Recycled or Post-Consumer Organic products are not locally available. Mulch is not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

- d. For all mulch that is land applied, procure Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
3. Keep and, upon completion of projects, provide records of Procurement of Recovered Organic Waste Products (whether through purchase or acquisition) to the Recordkeeping Designee. Information to be provided shall include:
- a. A general description of how and where the product was used and applied, if applicable;
 - b. The source of the product, including the name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - c. The type of product;
 - d. The quantity of each product; and,
 - e. All invoices or other records demonstrating purchase or procurement.

6.2 Requirements of Direct Service Providers To Procure Compost or Mulch

Direct Service Providers shall:

- a. Provide a specified quantity of Compost or Mulch to City and its customers via periodic “giveaways,” as specified in a franchise agreement or other agreement.
- b. Keep and provide records to the City including the following:
 - 1. The dates such services were provided;
 - 2. The source of all products, including the name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - 3. The type of product;
 - 4. The quantity of each product provided; and
 - 5. All invoices or other records or documentation demonstrating purchase, procurement, or transfer of material to a giveaway location.

6.3 Requirements Of Direct Service Providers To Procure Renewable Gas

- a. Direct Service Providers transporting Solid Waste, Organic materials, and/or Recyclable materials shall procure their fuel as Renewable Gas if required to do so in RFPs and RFQs released by the City for such services, or as otherwise required by permit, license, written agreement, or written contract.

- b. Departments releasing RFPs and RFQs for contractors that procure fuel in the course of their services to the City may include a price preference to contractors that propose to use the amount or percentage of Renewable Gas specified in the RFP or RFQ in order to be eligible for said price preference. Such use, if it occurs, shall be documented in a written contract or agreement.
- c. If Renewable Gas made from recovered Organic Waste is used by Direct Service Providers, such Direct Service Providers shall submit to the Recordkeeping Designee information listed in Section 5.2(C)(1)–(5) on a schedule to be determined by City, but not less than annually.
- d. Renewable Gas used by Direct Service Providers under Sections 3.3.A and 3.3.B shall comply with criteria specified in 14 CCR Section 18993.1.

7. RECYCLED-CONTENT PAPER PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS, AND EMPLOYEES

7.1 No Price Preference

If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments of City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper (rather than non-recycled items) that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

7.2 Unqualified Recyclable Label

All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.

7.3 Record Maintenance

Maintain records of all Paper Products and Printing and Writing Paper purchases (both Recycled-Content and non-Recycled Content, if any is purchased) made by a department, or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 8(B)(3)–(4) for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and (if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided) shall include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

7.4 Requirements of Transactions with Vendors

- a. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to City, its departments, and employees, shall:

1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item and available at equal or lesser price.
 2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in 16 CFR Section 260.12.
 3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City, if not the exact percentage.
 4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
 5. Provide records of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase (both Recycled-Content and non-Recycled Content, if any is purchased) made by a department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in items (3) and (4) of this Section for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.
- b. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

8. RECORDKEEPING RESPONSIBILITIES

- a. The Public Works Department will be the responsible department and will select an employee to act as the Recordkeeping Designee, who will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- b. The City will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:
 1. Collect and collate copies of invoices or receipts (whether paper or electronic or both) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments procuring Paper Products and Printing and Writing Paper (whether or

not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with 14 CCR Section 18993.3.

2. To develop evidence of City meeting its Annual Recovered Organic Waste Product Procurement Target, collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.1.
3. Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with this Policy.
4. Compile an annual report on the City's direct procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, as well as the procurement of all vendors and Direct Service Providers on behalf of City, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with the City Council annually as evidence of implementing this Policy.

9. CRITERIA FOR SELECTING RECYCLED MATERIALS FOR PURCHASE

- a. If a decision has been made to purchase recycled materials, the recommended products should contain, in order of preference, the highest percentage of recycled content of post-consumer recovered material available in the marketplace.
- b. Recycled products should also be expected to perform as well as non-recycled products, to be purchased at a reasonable price and to be available within a reasonable time period. In addition to the recovered material content of a product, important criteria in selecting products should also be the ability of the product and its packaging to be reused, reconditioned for use, or recycled through existing recycled collection programs. Preferred products and packaging are those designed to minimize waste and toxic by-products in their manufacture, use, and disposal.
- c. In addition to the above requirements of this Policy, the City of Coachella encourages each department and employee to purchase recycled products wherever it is feasible and fiscally prudent to do so.



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution 2022-27 Authorizing the City Manager to submit an application to the California State Library for Budget Act of 2021 (SB 129) funding in the amount of \$5,250,000 for the Library Annex Project with a total project budget of \$6,000,000.

STAFF RECOMMENDATION:

- Adopt Resolution 2022-27, a Resolution of the City Council of the City of Coachella, California, Authorizing the City Manager to submit and execute a Budget Act of 2021 (SB 129) Grant Application to the California State Library in the amount of \$5,250,000 for the Library Annex Project with a total project budget of \$6,000,000.
- Authorize appropriation of \$750,000 from General (Fund 101) for local match for the Library Annex Project.

BACKGROUND:

The Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address life-safety and critical maintenance needs of public library facilities throughout California. This competitive grant program prioritizes funding for local library facilities located in high poverty areas of the state. The maximum grant application amount per library facility is \$10 million

DISCUSSION/ANALYSIS:

On February 23, 2022, City Council was presented the Library Annex Grant Funding Opportunity with four project scope options for the application. City Staff is recommending applying for grant funding with the project scope of option 3 to address critical systems infrastructure renovations of the [nearly] century-old Coachella Library Annex (the building was built in 1927). The Library Annex building is currently owned by the City of Coachella and functions as an extended annex facility of the Coachella Branch Library operated by the County of Riverside.

These improvements will significantly improve the infrastructure of the building and enhance service for all patrons. The Library Annex will feature dedicated and flexible spaces for programming, along with individual reading areas for adults, children, and teens. The Library

Annex will also undergo remodeling, transforming it into public space and providing new opportunities for additional programs and services. The Library Annex will also feature state-of-the-art space, including improved digital capabilities. The renovation project will also include ADA accessibility, rehabilitate the lobby, upgrade the restrooms, update HVAC, plumbing, electrical systems (to possibly net-zero and LEED Gold certified), flooring, roof replacement or foundation repair, and other seismic retrofitting improvements.



FISCAL IMPACT:

Standard grant applications require a dollar for dollar match; however, the City of Coachella can qualify for a reduction of up to 100% of matching funds. City Staff recommends applying with a reduced local match of 12.5% in order to optimize the competitiveness of the grant application.

The Library Annex Project is proposed to be funded with the following appropriations:

Fund:	Amount:
Budget Act of 2021 (SB 129)	\$5,250,000
General (Fund 101)	\$750,000
<i>Total Project Cost</i>	<i>\$6,000,000</i>

ATTACHMENTS:

1. Resolution 2022-27
2. Proposed Annex Project Budget

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE A BUDGET ACT OF 2021 (SB 129) GRANT APPLICATION TO THE CALIFORNIA STATE LIBRARY IN THE AMOUNT OF \$6,000,000 FOR THE LIBRARY ANNEX PROJECT

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project; and

WHEREAS, City of Coachella proposes to implement the Coachella Branch Library Annex Improvements; and

WHEREAS, City of Coachella has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, City of Coachella intends to apply for grant funding from the California State Library for the **Coachella Branch Library Annex Improvements**.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella, with acknowledgement of the Coachella Branch Library, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Coachella City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.

2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, local match funds in an amount of \$750,000 available to complete the project.

3. The City of Coachella City Manager, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

4. The City of Coachella City Manager, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

5. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.

PASSED, APPROVED and ADOPTED this 9th day of March 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-27 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Library Annex proposed budget:

Engineer's Estimate of probable cost

Construction Item	Estimated Cost
Architectural Design and structural analysis	\$500,000
Heating/Air/Mechanical upgrades	\$300,000
Electrical systems replacement/upgrades	\$300,000
Exterior Stucco repair and resurface	\$400,000
Interior Remodel 7,700 SF at approximately \$210/SF (includes walls, ceilings, floors and fixtures)	\$1,600,000
Remodel exterior spaces (includes concrete removal and repair, pavers, landscaping, etc.)	\$500,000
Install architectural pergolas to match existing library in courtyard spaces	\$500,000
Foundation repairs and seismic upgrades	\$300,000
Framing and roofing repair and seismic upgrades	\$300,000
Utility undergrounding	\$300,000
Furnishings	\$300,000
ADA enhancements	\$150,000
Subtotal	\$5,450,000
10% Contingency	\$550,000
TOTAL	\$6,000,000
GRANT FUNDS (87.5%)	\$5,250,000
CITY MATCH (12.5%)	\$750,000



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Community Development Director

SUBJECT: Adopt Resolution No. 2022-28 funding a Full-Time Department Assistant II position for the Code Enforcement division

STAFF RECOMMENDATION:

Approve Resolution No. 2022-28 funding a Department Assistant II position for the Code Enforcement division.

BACKGROUND:

Due to the work demands of the Code Enforcement division, staff has evaluated the needs of the department and is recommending creation of a Department Assistant II. The Department Assistant II position is an existing position under the Confidential Miscellaneous Unit.

DISCUSSION/ANALYSIS:

Staff requests the creation of the Department Assistant II as the performance of the full range of office support duties is required to fulfill daily responsibilities and complex tasks of the Code Enforcement Division. Some of these responsibilities include but not limited to administrative duties, customer service inquiries, developing Division procedures, assisting with 90-day Division goals and objectives, staff report preparation, confidential case preparation with the City Attorney, record retention management, public record requests and coordination with outside agencies. Reclassification to the Department Assistant II position will ensure high-level customer service to address the quality of life issues that are reported by Coachella residents. The salary scale of the Department Assistant II position would be \$48,825.50– \$62,302.03 annually.

FISCAL IMPACT:

The requested creation of the Department Assistant II at pay grade 3 will add \$16,500 to the Development Services Department 2021-22 operating budget.

ALTERNATES:

1. Approved staff's recommendation to approve Resolution No. 2022-28 approving the funding for a full-time Department Assistant II position.
2. Refer this item back to staff to determine an alternative means of accommodating the current work load or reducing applicable services.

Attachments:

1. Resolution No. 2022-28
2. Department Assistant II Job Description

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, FUNDING A FULL-TIME DEPARTMENT ASSISTANT II

WHEREAS, the growth of City requires the necessary administrative resources to ensure high-level customer service to address the quality of life issues that are reported by Coachella residents; and

WHEREAS, the ability to use the full range of administrative duties is necessary for performing the functions of the Code Enforcement Division at the Department Assistant II level.

WHEREAS, the Department Assistant II position falls under the Miscellaneous employee group and would report to the Code Enforcement Manager and at a Pay Grade of \$48,825.50 - \$62,302.03 annually.

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

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

Section 2. Title. Adopt Resolution No. 2022-28, a Resolution of the City Council of Coachella, California, funding a Department Assistant II position in the Code Enforcement division.

PASSED, APPROVED and ADOPTED this 9th day of March 2021.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-28 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



Department Assistant II

Class Code:
0348

Bargaining Unit: Sanitary and
Miscellaneous

CITY OF COACHELLA
Established Date: Jul 1, 2012
Revision Date: Jul 1, 2021

DEFINITION:

Under direct or general supervision, performs a variety of routine to complex office administrative support duties requiring thorough knowledge of the assigned department and/or work unit, its policies and procedures, and operating details; performs skilled word processing, data entry, and typing; prepares correspondence using independent judgment in content and style; interacts frequently with the public and explains City and/or departmental policies and procedures; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from assigned professional, supervisory, managerial, or administrative personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Department Assistant II: This is the full journey-level class in the Department Assistant series. Incumbents are capable of performing the full range of administrative and office support duties for various City departments or divisions to ensure efficient service provision. Responsibilities require the frequent use of tact, discretion, and independent judgment, as well as full and thorough knowledge of departmental and City activities. The work requires the interpretation and application of policies, procedures, and regulations and involves frequent contact with the public, as well as performing various research and analytical support functions. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Administrative Assistant in that the latter performs a wide variety of specialized administrative, technical, and analytical support work, including complex, department-specific research.

Positions in the Department Assistant class series are flexibly staffed and positions at the II level are normally filled by advancement from the entry-level requiring two (2) additional years of experience and after gaining the knowledge, skill, experience, licenses, and certifications which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class. When filled from the outside, the employee is required to have three (3) years of prior related experience that allows the employee to meet the qualification standards for the II level.

EXAMPLES OF DUTIES:

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

- Performs a wide variety of routine to complex administrative duties to support departmental/ divisional operations, including filing, preparing records and monthly reports, accounts payable, cashiering duties, and ordering and maintaining office and other related supplies.
- Performs skilled word processing, data entry, and transcription using independent judgment and discretion in preparing correspondence and reports.
- Copies, compares, or compiles data to produce monthly statistical reports for managers by checking data, making necessary corrections, and producing data in final form.
- Researches records within areas of responsibility to prepare and provide follow-up information to customer and staff inquiries.
- Gathers, assembles, updates, and distributes a variety of department-specific information, documents, forms, records, and data as requested; prepares and maintains a variety of databases and reports.
- Assists in providing telephone and/or counter support to the public and staff; responds to inquiries by explaining procedures; provides general information; distributes forms and other documents as requested; provides detailed review of forms to assure completeness; refers callers/visitors to the appropriate department; takes and relays accurate messages; transfers callers to voicemail when necessary.
- Responds to the public and staff inquires regarding department and/or City policies, procedures, and timelines; explains and applies policies and procedures as required to assure timeline compliance; monitors timelines; resolves problems of a moderate complexity within areas of responsibility.
- Types, originates, formats, proofreads, and distributes a wide variety of reports, letters, and memoranda, including agenda items, bid documents, regulatory submittals, and documents associated with departmental projects and programs; types from rough drafts or verbal instructions; checks drafts for punctuation, spelling, and grammar; makes or suggests corrections to drafts.
- Organizes and maintains various administrative, reference, imaging, and follow-up files; purges files in accordance with the records retention policy.
- Assists in the records management and retention function, including scanning, editing, and indexing all official City documents, paperwork, and records; assists with the destruction of records in compliance with applicable laws, rules, and regulations; receives and assists with public requests for information and records.
- Receives payments and fees from the public in the form of cash and check; issues receipts; posts information to departmental, fiscal, or other records; collects and submits data for reports pertaining to assigned functions.
- Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Assists in planning, organizing, and coordinating City-sponsored events.

- Operates a variety of standard office equipment, including job-related computer hardware and software applications, copiers, postage meters, facsimile machines, and multi-line telephones; may operate other department-specific equipment.
- Maintains accurate records of work performed.
- May participate in department-specific complex technical and specialized programs, processes, and procedures, including business licensing, code enforcement, building and safety, permit issuance, records management, and related services; may serve as back-up for department technical staff.
- Maintains management staff calendars and schedules appointments.
- Assists with processing incoming and outgoing mail; receives shipments; compares packing slips with received goods; matches invoices with packing slips to assure accuracy.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Modern office administrative support practices and procedures, including the use of standard office and computer equipment.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Applicable codes, regulations, policies, technical processes, and procedures related to the department to which assigned.
- Principles and procedures of financial record keeping and reporting.
- Principles and practices of data collection and report preparation.
- Business letter writing and the standard format for reports and correspondence.
- Business arithmetic and statistical techniques.
- Record keeping principles and procedures.
- Alphabetical and numerical filing methods.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Perform responsible administrative support work with accuracy, speed, and general supervision.
- Provide varied and responsible office administrative work requiring the use of tact and discretion.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply administrative and departmental policies and procedures.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Compose correspondence and reports independently or from brief instructions.
- Understand and carry out oral and written directions.
- Make accurate arithmetic, financial, and statistical computations.

- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience:

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

Equivalent to the completion of the twelfth (12th) grade and one (1) year of varied administrative support experience preferably involving some public contact.

In addition to the above, specialized training in business or secretarial science and three (3) years of increasingly responsible administrative support experience, or two (2) years of experience equivalent to the Department Assistant I at the City of Coachella.

Licenses and Certifications:

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

PHYSICAL DEMANDS/ENVIRONMENTAL ELEMENTS/WORKING CONDITIONS:

Physical Demands

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

Environmental Elements

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



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Appropriate funding for 2022 Suavecito Sundays Event Series.

STAFF RECOMMENDATION:

Appropriate funding of \$65,000 for 2022 Suavecito Sundays Event Series.

EXECUTIVE SUMMARY:

The City of Coachella’s Suavecito Sunday event series occurred from 2017-2019. The event is designed to occur every Sunday in the month of May. In 2022, May has five Sundays and includes the followings dates: May 1, 8, 15, 22 and 29. The event will take place at Veterans Memorial Park. Each Sunday the event showcases a different band and music genre. The event includes a car show, food and merchandise vendors, youth activities, lawn games and large inflatable slides. This is a free community event. The City of Coachella will partnered with the Greater Coachella Valley Chamber of Commerce in the delivery of this community event and in running a car show lottery prize of \$1,000.



This event series (5 Sundays) will require the following budget costs of \$65,000:

- Sound (\$30,000)
- Slides (\$3,000)
- Marketing (\$4,000)
- Chamber (\$7,500)
- Entertainment (\$15,000)
- Equip.Rentals (\$5,500)

FISCAL IMPACT:

Approval of the recommended action would not require an appropriation of \$65,000 to fund this event series.

Attachment: MOU Proposal for Suavecito Sundays for Greater Coachella Valley Chamber



Memorandum of Understanding

Date: March 1, 2022

To: City of Coachella

From: Greater Coachella Valley Chamber of Commerce

This memorandum of understanding serves to outline the scope of services Greater Coachella Valley Chamber of Commerce is provided to/for the City of Coachella in the planning and production of the City's May 2022 Suavecito Sunday Events. This memorandum of understanding details the responsibilities of each party (The City of Coachella and The Greater Coachella Valley Chamber of Commerce) and financial obligations. This Memorandum of Understanding is in addition to the 2021/22 Fiscal Year Agreement between the Chamber and the City.

Summary

The City of Coachella is requesting that the Greater Coachella Valley Chamber of Commerce contribute to the City's Suavecito Sunday events by: recruiting car show entries and facilitating weekly check in of registered vehicles; facilitating a car show contest with the inclusion of a \$1,000 prize at the last Suavecito Sunday event; facilitating the registration and check in of ten retail/business exhibitors at each week's event; marketing the event via paid advertising channels and Chamber marketing channels; and staffing each week's event with one Chamber staff person. It should be noted that this summary of services differs from previous years' arrangements.

Greater Coachella Valley Chamber of Commerce will:

- Provide one staff person at each event to check in car registrants & business exhibitors
- Recruit Car Show Entries through marketing, general outreach, and management of a registration page and system.
- Facilitate a contest, per the City's terms, in which a random drawing will be facilitated at the last Suavecito Sunday of the month. This contest is limited to auto registrants who participated in each Sunday's events. The Chamber will be responsible for providing a \$1,000 prize to the winner.
- Secure approximately ten (10) business exhibitors for an expo area where exhibitors can market their business and sell goods. The Chamber will coordinate their set up and participation.
- Provide marketing in the form of paid advertising spots and PR through the Chamber's marketing channels.

City of Coachella:

- Commits to providing payment to the Greater Coachella Valley Chamber of Commerce for services as accrued per the rates below:
 - Staffing at weekly events & General Support Services | \$6,500
 - Car Contest Prize Package | \$1,000
 - Paid Advertising Package | \$8,500
- Commits to being the primary producer of the event handling, as well as food & beverage

This memorandum of understanding must be agreed to by both parties prior to its commencement. The City of Coachella can indicate which services it wishes to engage by email. And/or by returning an initialed copy of this memorandum for services in full.



STAFF REPORT
1/26/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize facility use permit fee waiver for the Desert Recreation District use of the Coachella Library during the 2022 summer months.

STAFF RECOMMENDATION:

Authorize facility use permit fee waiver for the Desert Recreation District use of the Coachella Library during the 2022 summer months.

EXECUTIVE SUMMARY:

The Desert Recreation District (DRD), has additional programming that cannot be accommodated at the Bagdouma Community Center during June, July and August due to the summer camp and other Community Center programming scheduled. DRD is requesting use of the Coachella Library for the following programs during the summer months: Leaders in Training and Youth Poetry Workshops.

The requested facility use permit is for a total of 60 different rental dates needed to provide the above noted summer programming; use request totals 1,008 hours of facility use fees totaling \$29,736. The Leadership in Training Program will be subsidized by DRD funding and the Youth Poetry Workshops will be free for Coachella residents.

FISCAL IMPACT:

Approval of the recommended action would waive \$29,736 in facility use fees for the requested permitted use of the Coachella Library.



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Professional Service Agreement with KOA Corporation to develop Plans, Specifications & Engineer's Estimates for the 2022 Pedestrian and Road Safety Improvement Project, City Project ST-134.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Service Agreement with KOA Corporation to develop final Plans, Specifications & Engineer's Estimates for the 2022 Pedestrian and Road Safety Improvement Project, City Project ST-134, in an amount not to exceed \$31,464, which includes a 20% contingency.

BACKGROUND:

On May 26, 2021 the City of Coachella approved Resolution 2021-32, adopting a list of road rehabilitation projects to be funded by SB1 (Gas Tax). This resolution allocated up to \$500,000 for the 2022 Pedestrian and Road Safety Improvement Project.

City Staff has identified ten locations throughout the City that need pedestrian and road safety improvements. These improvements include cross walks, median refuges, ADA ramps, striping and signage.

DISCUSSION/ANALYSIS:

The City requested public request for proposals in accordance with City standard practices and in compliance with public contract law. Proposals were received from three engineering firms. Staff reviewed the proposals and evaluated based on qualifications and schedule. As a result, KOA Corporation was selected as the top firm for this project.

FISCAL IMPACT:

Funding for the PS&E phase of the project will be appropriated from the SB1 Fund (109) in an amount not to exceed \$31,464.

ATTACHMENTS:

1. Professional Services Agreement

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of March, 2022 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 KOA Planning & Engineering, a California Corporation with its principal place of business at 5095 Murphy Canyon Road, Suite 330, San Diego, CA 92123 (“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 Professional Design Engineering 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 2022 Pedestrian and Road Safety Improvement Project, City Project ST-134 (“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 design and engineering 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 March 9, 2022 to March 8, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

3.2.3 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: Min Zhou, Chief Executive Officer.

3.2.5 City's Representative. The City hereby designates Andrew Simmons, P.E. – City Engineer, 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 Min Zhou, Chief Executive Officer, 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 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*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 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 **\$1,000,000** 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 life saving 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Six Thousand Two Hundred Dollars (\$26,220)** without written approval of the 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:

KOA Corporation
 1100 Corporate Center Drive, Suite 201
 Monterey Park, CA 91754
 Attn: Min Zhou

City:

City of Coachella
 53990 Enterprise Way
 Coachella, CA 92236
 Attn: Andrew Simmons, P.E. – City Engineer

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

KOA CORPORATION

By: _____
Gabriel Martin
City Manager

By: _____
Min Zhou
Chief Executive Officer/President

By: _____
Carlos Campos
City Attorney

Attest:

Andrea Carranza
Deputy City Clerk

Exhibit "A"

February 16, 2022

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

Subject: 2022 Pedestrian Safety Initiative

Dear Mr. Simmons:

Thank you for requesting KOA Corporation (KOA) to provide this proposal for preparing the design for nine pedestrian safety improvements in the City.

PROJECT UNDERSTANDING

It is our understanding that the City desires additional design support to produce plans for nine pedestrian safety improvements at various locations in the City. The improvements will include median refuges, speed humps, ADA ramps, striping and signing. The expected NTP will be issued after March 9 Council approval. Plans are to be completed by the first week of April for construction in May.

The City has provided a list of projects and sketches illustrating the desired footprint of the traffic calming and striping features. The scope of the improvements include:

- Ave 52 at Tripoli: 1 raised concrete pedestrian refuge, with signage and striping
- Ave 52 at Las Palmas: 1 ADA ramp, 1 raised concrete pedestrian refuge, with signage and striping
- Ave 52 at Shady: 1 raised concrete pedestrian refuge, with signage and striping
- Ave 52 at Genoa: 2 raised concrete pedestrian refuges, with signage and striping
- Ave 51 at Mecca: 1 raised concrete pedestrian refuge, with signage and striping
- Ave 53 from Tyler to Shady Lane: install 4 foot wide raised concrete median.
- Van Buren Ave from Moonlit to Ave 49: modify striping to install center lanes.
- Ave 52 at Primitivo: modify striping to install a center turn lane.
- Fredrick Street between Calle Verde and Family circle: 2 ADA ramps, 1 raised concrete pedestrian refuge and 2 speed humps. Signage and striping including solar powered flashing crosswalk signage and "reduced speed school zone ahead" signage

We anticipate that the City will provide KOA with GIS aerial files, and any typical sections and details already developed for the safety improvements.

SCOPE OF SERVICES

The scope of services to be provided by KOA include:

1. Conduct a virtual kickoff meeting with City staff to review the scope of the project, determine available data available, and confirm the City's expectations. KOA will prepare an agenda and minutes for the meeting.
2. Conduct a field reconnaissance of the nine locations to verify street widths and field existing conditions which might impact the design. Topographic or property survey is not included in the scope of services.



3. Prepare the design plans on aerial photo bases, as per the examples provided by the City. Each sheet will include a location map, typical section, feature detail, and plan view of the improvements. A title sheet will be created to combine all nine projects into one project for bidding.
4. Submit complete plans to the City for review and comment. KOA will make any final edits and will deliver the final plans to the City in the format requested by the City.

FEE

KOA Corporation will perform the work specified in the scope above based on the following fee summary.

FEE FOR 2022 PEDESTRIAN SAFETY INITIATIVE							
TASK NUMBER	SR ENGR II	SR. ASSOC ENGR I	ASSOC ENGR I	SR ADMIN	TOTAL HOURS	DIRECT COSTS	TOTAL COSTS
	\$215.00	\$130.00	\$115.00	\$80.00			
1. Kickoff Meeting	4	4		2	10		\$1,540.00
2. Field Recon		12	12		24	\$200.00	\$3,140.00
3. Plans	12	80	40		132		\$17,580.00
4. Submittal	2	16		2	20		\$2,670.00
QAQC	6						\$1,290.00
TOTAL	24	112	52	4	186	\$200.00	\$26,220.00

SCHEDULE

Assuming a Notice to Proceed on March 10, KOA can provide complete plans to the City by April 4. Following receipt of comments from the City, KOA can provide edited plans back to the City within 3 business days.

PROJECT ASSUMPTIONS

Our proposal was developed on the following understanding of the project.

- The City will conduct a single review at 90% plans and will provide comments following the review.
- The City will provide aerial GIS files.
- No survey will be conducted.
- Pedestrian safety features will be presented as typical sections, typical details, and a plan footprint.

Please let me know if you have any questions or comments regarding our proposal and we can discuss it at your convenience. Thanks for this opportunity!

Sincerely,

Charlie Schwinger, P.E.
Senior Engineer
KOA CORPORATION



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to sign Memorandum of Understanding (MOU) between FIND Food Bank and Eleanor Shadowen Senior Center.

STAFF RECOMMENDATION:

Authorize City Manager to sign Memorandum of Understanding between FIND Food Bank and Eleanor Shadowen Senior Center.

EXECUTIVE SUMMARY:

FIND Food Bank manages a Commodity Supplemental Food Program that is a USDA nutrition program that offers low-income seniors sixty (60) years and older a monthly free food package. The Eleanor Shadowen Senior Center (Center) would like to provide seniors that are patrons of the Center the access to these food packages once monthly. Find Food Back will deliver these to the Center once monthly on the third Wednesday of the month for distribution; the identified allocation for the Center is 90 boxes per month. Staff requests the City Manager be authorized to execute the attached MOU and any corresponding documents.

FISCAL IMPACT:

None.

Attachment:
Memorandum of Understanding



CSFP

FREE FOOD PACKAGES FOR SENIORS

WHEN

January, 2022



WHERE

Eleanor Shadowen Senior Center

1540 Seventh Street, Coachella, CA 92236



For more information, call:

(760) 398-0104

www.FINDFoodBank.org

This institution is an equal opportunity provider.

SENIOR BENEFIT PROGRAM

ELIGIBILITY

- 60 Years +
- Riverside/San Bernardino County Resident
- Low-Income

Household	Monthly	Weekly
1	\$1,396	\$322
2	\$1,888	\$436
3	\$2,379	\$549
4	\$2,871	\$663
For each add' member add...	\$492	\$114

ENROLLMENT

Documents Needed:

- ✓ Name
- ✓ Date of Birth
- ✓ Address

CSFP

The Commodity Supplemental Food Program is a USDA nutrition program that offers low-income seniors age 60+ years a monthly free food package.



**Memorandum of Understanding between
FIND Food Bank
And
Eleanor Shadowen Senior Center**

This document is a memorandum of understanding between **FIND Food Bank** and **Eleanor Shadowen Senior Center** hereafter referred to as Partner Agency, in regard to facilitating the Commodity Supplemental Food Program (CSFP).

I. Terms of the Agreement

Upon execution of this agreement, FIND Food Bank and the Partner Agency will administer the program in accordance with the provisions of 7 CFR Part 247 and with the provisions of 7 CFR Part 250, unless they are inconsistent with the provisions of Part 247.

FIND Food Bank will be responsible for:

- a. Procuring, pre-packing and delivering the agreed-upon allocation of CSFP boxes listed in Addendum A.
- b. Training representatives of Partner Agency on program requirements and monthly reporting requirements.
- c. Notifying Partner Agency of any concerns related to their distributions. Notification will be provided to the individual(s) listed in Addendum B.

Partner Agency will be responsible for:

- a. Assigning at least one staff member or volunteer to serve as the CSFP lead. The CSFP lead will be responsible for facilitating monthly distributions, reporting the number of individuals served each month, and communicating any concerns to FIND Food Bank.
- b. Facilitating CSFP distributions including:
 - Abiding by all CSFP program rules and regulations.
 - At the time of distribution, the Partner Agency agrees to have the following signage displayed in clear sight of participants:
 - “And Justice for All” poster
 - “California CSFP Income Limits for Elderly”
 - Checking the quality and quantity of the CSFP commodities received each month.
 - Obtain signature of enrolled participants or their designated proxy for their CSFP box each month.
 - Distributing CSFP products free of charge.
 - Tracking the number of individuals served each month. This information will be reported to **FIND Food Bank** using the provided sign-in sheets by the end of the distribution day.
 - Agreeing that no political, religious, or any other non-related activity will be conducted as a condition of, or in conjunction with, receiving CSFP commodities.
 - Agreeing that all staff and volunteers will not engage in discrimination at any time during CSFP distributions against any person due to race, color, citizenship, religion, gender, national origin, ancestry, disability, and/or sexual orientation including gender identity or expression.



- Agreeing to not transfer the food received from **FIND Food Bank** to another organization or group without prior approval from **FIND Food Bank**.
- c. Ensuring that all staff members and volunteers associated with the CSFP program have signed the provided "Statement of Confidentiality for Staff and Volunteers."
- d. Notifying **FIND Food Bank** immediately of any changes in distribution location(s), distribution hours, or days of operation.
- e. Providing seniors with CSFP Participation Applications, CSFP resources and contact information for program enrollment.
- f. Agreeing to keep CSFP participant records, sign in sheets, and financial records on file for at least three years from the end of the fiscal year to which they pertain.
- g. Agreeing to be responsible for any loss resulting from the improper distribution, or improper storage, care or handling of CSFP commodities.
- h. Agreeing to allow representatives of **FIND Food Bank** and government agencies to inspect and audit all facilities, including program files, where CSFP products are received, stored and distributed, with or without notice.
- i. Contacting **FIND Food Bank** prior to using **FIND Food Bank's** name and logo in any outreach materials.
- j. Contacting **FIND Food Bank** with any questions or concerns about distributions at Partner Agency.

II. Delivery

FIND Food Bank will deliver CSFP boxes to Partner Agency. Please see Addendum A for a list of agreed-upon delivery locations and times. Addendum A can be updated as necessary by written agreement by both parties without the need to enter into a new memorandum of understanding. Any change or cancellation to a scheduled delivery or pickup requires at least 14 days written notice by either party.

III. Site Contact

The individual(s) listed in Addendum B will serve as the site contacts for CSFP distributions at Partner Agency. Addendum B can be updated as necessary by written notification without the need to enter into a new memorandum of understanding.

IV. Indemnification

FIND Food Bank agrees to indemnify, defend, and hold Partner Agency and its staff harmless from all liabilities, claims, losses, resulting from the acts or omissions of the indemnifying party, and from any and all contractors, subcontractors, suppliers, laborers employed by **FIND Food Bank** who may be seeking to enforce a claim against **FIND Food Bank** by suing Partner Agency.

Partner Agency agrees to indemnify, defend and hold **FIND Food Bank** and its employees, volunteers, officers, directors, Feeding America, **OTHER AGENCIES** and/or the original donor or supplier of any food harmless from all liabilities, claims, losses, resulting from the acts or omissions of the indemnifying party, and from any and all contractors, subcontractors, suppliers, laborers employed by Partner Agency who



may be seeking to enforce a claim against the site by suing **FIND Food Bank**, Feeding America, **OTHER AGENCIES** and/or the original donor or supplier.

V. Civil Rights Assurance

Both parties to this agreement hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that they will immediately take measures necessary to effectuate this agreement.

VI. Terms and Termination Agreement

Once signed by both parties the agreement shall become effective immediately. Either party may terminate this agreement with 30 days written notice. Upon termination, Partner Agency agrees to return to FIND Food Bank within 15 days of the termination date, any and all items provided to the Partner Agency connected to the CSFP program, including but not limited to undistributed food supplies, equipment provided specifically for the delivery of the CSFP program, client forms and information, etc. This agreement may be amended at any time but any amendment must be in writing and approved by both parties.

This memorandum of understanding contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

Program Site (Print Name), (Title) Date

Program Site (Signature) Date

FIND Food Bank (Print Name), (Title) Date

FIND Food Bank (Signature) Date



Addendum A

List of delivery locations and times

Below is the list of agreed-upon delivery locations and times for CSFP boxes.

Organization: **Eleanor Shadowen Senior Center**

Allocation of CSFP boxes: 90

Delivery address: 1540 Seventh St. Coachella, CA 92236

Delivery date: 3rd Wednesday of the month

Delivery time: 11:30 am

2021 CSFP Income Guidelines

Elderly-130%

2021 Senior Income Guidelines			
(These guidelines are 130% of the Federal Poverty Guidelines published annually by DH/HS)			
Family Size	Annual	Monthly	Weekly
1	\$16,744	\$1,396	\$322
2	\$22,646	\$1,888	\$436
3	\$28,548	\$2,379	\$549
4	\$34,450	\$2,871	\$663
5	\$40,352	\$3,363	\$776
6	\$46,254	\$3,855	\$890
7	\$52,156	\$4,347	\$1,003
8	\$58,058	\$4,839	\$1,117
For each add'l household member, add...	\$5,902	\$492	\$114

“The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) “If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250- 9410, by fax (202) 690-7442 or email at program.intake@usda.gov. “Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). “USDA is an equal opportunity provider and employer.”



FIND FOOD BANK-CSFP

Item 15.

CSFP Application

State of California – Health and Human Services Agency

California Department of Social Services

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) PARTICIPANT APPLICATION

Enrollment Date:		Date of Verbal Recertification:	<input type="checkbox"/> 12 Months:
Site:			<input type="checkbox"/> 24 Months:

_____ Total In Household _____ Total Qualifying Members

COMMODITY SUPPLEMENTAL FOOD PROGRAM QUALIFYING MEMBERS

1. Applicant (Last Name, First Name):			
Address:		City, State, Zip Code:	
		<input type="checkbox"/> Verified Proof of Residency	
Date of Birth:	ID Number:	Phone Number:	
Hispanic / Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No	Race (choose one or more): <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> American Indian or Native Alaskan		
2. Applicant (Last Name, First Name):			
Date of Birth:	ID Number:	Phone Number:	
Hispanic / Latino: <input type="checkbox"/> Yes <input type="checkbox"/> No	Race (choose one or more): <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> American Indian or Native Alaskan		

I certify under penalty of perjury that my household income for the past 30 days does not exceed the Commodity Supplemental Food Program posted monthly guidelines, or for the past twelve months does not exceed the annual guidelines and that the number listed for my household size is true and correct. Commodities are for my personal home use, not to be sold, traded, or given away. YES NO

This application is being completed in connection with the receipt of Federal assistance. Program officials may verify information on this form. I am aware that deliberate misrepresentation may subject me to prosecution under applicable State and Federal statutes. I am also aware that I may not receive both CSFP and WIC benefits simultaneously, and I may not receive CSFP benefits at more than one CSFP site at the same time. Furthermore, I am aware that the information provided may be shared with other organizations to detect and prevent dual participation. I have been advised of my rights and obligations under the program. I certify that the information I have provided for my eligibility determination is correct to the best of my knowledge. I authorize the release of information provided on this application form to other organizations administering assistance programs for use in determining my eligibility for participation in other public assistance programs and for program outreach purposes. (Please indicate decision by placing a checkmark in the appropriate box.)

YES NO

Applicant's Printed Name _____	Applicant's Signature _____	Date _____
Applicant's Printed Name _____	Applicant's Signature _____	Date _____

AUTHORIZATION FOR PROXY

I understand that I must pick up my food regularly or I will be terminated from the CSFP. In the event that I am unable to pick up my food boxes, please release them to:

Proxy's Printed Name(s): _____	Proxy's Signature(s): _____
--------------------------------	-----------------------------

**Commodity Supplemental Food Program (CSFP)
Participant Rights and Responsibilities**

1. Program standards are applied without discrimination by race, color, national origin, age, disability, or sex.
2. Applicants and participants have the right to appeal any decision made by the local agency regarding denial or termination of the CSFP through the fair hearing process. An appeal may be made verbally or in writing, and a request for a fair hearing may be arranged at the local agency headquarters office.
3. The local agency will make nutrition information available to participants, and to parents or guardians of infant and child participants and will encourage them to participate.
4. The local agency will provide information on other nutrition, health, or assistance programs, and make referrals as appropriate.
5. Participants may not receive both CSFP and WIC benefits simultaneously and may not receive CSFP benefits more than once a month.
6. Improper use or receipt of CSFP benefits as a result of dual participation or other program violations may lead to a claim against the participant to recover the value of the benefits and may lead to the disqualification from the CSFP.
7. Participants must report changes in household income or composition within 10 days after the change becomes known to the household.

*CSFP Racial/Ethnic Data Collection: This information is being requested to comply with the United States Department of Agriculture requirements governing the CSFP. The information requested is solely for the purpose of determining the State's compliance with the Federal civil rights laws. Your response will not affect consideration of your application or your participation in the CSFP and may be protected by the Privacy Act. By providing this information, you will assist us in assuring that this program is administered in a nondiscriminatory manner. If you decline to provide the requested ethnic/race information your race and ethnicity will be determined through visual observation and recorded in the data system.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. **Mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. **Fax:** (202) 690-7442; or **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Commodity Supplemental Food Program (CSFP) Participant Rights & Responsibilities

1. Program standards are applied without discrimination by race, color, national origin, age, disability, or sex.
2. Applicants and participants have the right to appeal any decision made by the local agency regarding denial or termination of the CSFP through the fair hearing process. An appeal may be made verbally or in writing, and a request for a fair hearing may be arranged at the local agency headquarters office.
3. The local agency will make nutrition information available to participants and encourage participation.
4. The local agency will provide information on other nutrition, health, or assistance programs, and make referrals as appropriate.
5. Participants may not receive both CSFP and WIC benefits simultaneously and may not receive CSFP benefits more than once a month.
6. Improper use or receipt of CSFP benefits as a result of dual participation or other program violations may lead to a claim against the participant to recover the value of the benefits and may lead to the disqualification from the CSFP.
7. Participants must report changes in household income or composition within 10 days after the change becomes known to the household.
8. If I do not pick up food three (3) months in a row, I will be taken off of the program.

This institution is an equal opportunity provider.



FIND FOOD BANK-CSFP

Item 15.

Proxy Form



Commodity Supplemental Food Program (CSFP) Proxy Form

Date: 1/4/2022 CSFP Year: 2022

Agency: _____ County: _____

This form will allow you to designate a person to pick up your CSFP food. Proxies must present appropriate identification at the time of food pick up.

Participant or Parent/Caretakers Authorization of Proxy

I hereby give permission to the person/organization listed below to pick up/accept delivery of CSFP food for me when I am unable to do so. I understand in giving permission to the person/organization below, I accept all responsibility for their actions. This authorization becomes effective when received by the CSFP program. I agree to notify CSFP promptly if I decide to make any changes in (i.e. update, add or remove) my designated proxies.

I, _____ hereby authorize _____
Participant-Print Name Proxy-Print Name
to pick up and deliver my CSFP food package to me.

Participant Signature

Proxy Signature

Distribution site coordinator signature

Proxy ID Verified

This institution is an equal opportunity provider.



FIND FOOD BANK-CSFP

Item 15.

Participant Sign-In Sheet



CSFP Sign-In Sheet

Program Site: _____

Month of _____, 202__

	Participant Name	Telephone Number	Proxy Name	Signature	Date
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

After distribution was completed, we had _____ food packages remaining. (If none, please enter "0")

Please email, fax or mail completed form no later than the following day after distribution to:
 Priscilla Salcedo
 Programs Manager
 FIND Food Bank
 83775 Citrus Ave, Indio, CA 92201
Psalcedo@Findfoodbank.org
 Fax: (760) 775-0252



FIND FOOD BANK-CSFP

Item 15.

Civil Rights Annual Training Checklist

State of California – Health and Human Services Agency

California Department of Social Services

CIVIL RIGHTS ANNUAL TRAINING CHECKLIST FOR CSFP AND TEFAP

Employee or Volunteer Name (Last Name, First Name):

Date of Training:

Date Next Training Due:

The goal of civil rights training is to ensure fairness and equity of treatment and benefit delivery of TEFAP and CSFP. Additional information from the USDA civil rights web page can be found online at www.fns.usda.gov/civil-rights.

The California Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws. The following link, (www.dfeh.ca.gov) provides information about a complaint process, protections regarding recipients of state and federal funding, and references to the applicable California protected bases.

Instructions: After reading each section below, and understanding the content, initial each item indicating that you have read and understood the material. If you have any questions about the content that is addressed in this annual checklist, please ask your immediate supervisor.

TYPES OF DISCRIMINATION

Initials:

1. Disparate treatment (treating a person differently from others);
2. Disparate impact (neutral rule impacts disproportionately on a group);
3. Reprisal/retaliation against complainant or his/her family, associates or others involved in complaint process or exercising civil rights.

EXCEPTIONS

Initials:

Congress can establish a program that is intended for certain groups of people and it is not discrimination to exclude those who do not meet eligibility requirements. For example, Congress can set age limits, and this is not age discrimination for those who do not meet the age limits.

WHEN DO CIVIL RIGHTS RULES APPLY?

Initials:

Federal civil rights rules apply any time there is any federal financial assistance. Federal financial assistance is receiving anything of value from the federal government- not just cash. It can include commodities, training, equipment, and other goods and services.

LEGAL PROHIBITIONS

Initials:

The policy of the CDSS Food Assistance Programs is to not discriminate against any class of persons in the delivery of services to clients. CDSS expects local programs to provide food to every eligible person who seeks it, regardless of their status as a member of any class of persons. Any Eligible Recipient Agency (ERA) or local agency that directly or through a sub site is found to be discriminating against any class of people is at risk of termination from the program subsequent to an investigation.

FEDERAL PROTECTED CLASSES

Initials:

Under federal law, specific classes of persons have a right to file a federal discrimination complaint with USDA if an ERA program or local agency using federal resources discriminates against them.

Under federal law for the purposes of TEFAP and CSFP, the protected classes under which a client may file a

This institution is an equal opportunity provider.



FIND FOOD BANK-CSFP

State of California – Health and Human Services Agency California Department of Social Services

discrimination complaint are race, color, national origin, sex, disability and age.

The state of California has additional protected classes including, religious creed and political beliefs.

Complaints based on these classes may be pursued at the state level.

It is also important to note that perception of belonging to a protected class and association with a member of a protected class are also covered in California under a general non-compliance section of the Government Code and may give rise to its own complaint outside of the USDA process.

FILING A FEDERAL CIVIL RIGHTS COMPLAINT

Initials: _____

Advise people who allege discrimination based on one or more of the federal protected classes listed above on how to file a complaint by using the *USDA Program Discrimination Complaint Form (AD-3027)*, found online at <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf> and at any USDA office. Complainants may also write a letter addressed to USDA and provide all the information requested in the form.

To request a copy of the complaint form, complainants may call (866) 632-9992. Completed forms or letters may be mailed, faxed or emailed to the USDA at the following addresses:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue SW
Washington, DC 20250-9410
Fax: (202) 690-7442; or
Email: program_intake@usda.gov.

MAINTAIN CONFIDENTIALITY

Initials: _____

Do not talk about or make remarks about people receiving benefits. Never share information with others even if your intention is to help recipients with other services or assistance. Refer all requests for information about recipients from other agencies or programs to managers. Always get a recipient's written approval to share their information or make referrals on their behalf. What happens at the site stays at the site. The exception, of course, is any illegal or inappropriate behavior that should be reported to state or federal officials.

COOPERATE WITH STATE AND FEDERAL REVIEWERS

Initials: _____

USDA and CDSS are required to conduct periodic compliance reviews to help ensure compliance with program and civil rights rules.

ELIGIBLE RECIPIENT AGENCY MUST TAKE ACTION

Initials: _____

The ERA or local agency must accept all complaints (program, vendor or civil rights) received by the agency and forward to CDSS regardless of whether the complaints are written, verbal, or anonymous. Details for filing complaints are outlined in Section XV of the FNS 113-1 document.

CORRECTIVE ACTION FOR NON-COMPLYING AGENCIES

Initials: _____

If there is non-compliance with federal nondiscrimination law by the ERA or sub distributing site, the state will file a report with the USDA FNS Civil Rights Division and will immediately seek correction of the violation by voluntary compliance. Failure of the ERA or sub site to correct any non-compliance with civil rights rules can lead to legal actions and termination from the Federal programs TEFAP and CSFP, as applicable.

ACCOMMODATE PEOPLE WITH DISABILITIES

Initials: _____

A disability is a physical or mental impairment which substantially limits an individual's major life activities

This institution is an equal opportunity provider.



FIND FOOD BANK-CSFP

Item 15.

State of California – Health and Human Services Agency

California Department of Social Services

(such as those who are deaf, hard of hearing or have speech disabilities). Reasonable accommodation is a modification or adjustment to enable individuals with disabilities to have equal access to benefits and privileges of a service or program. Some examples are providing reserved parking for people with disabilities, wheelchair ramps, and chairs or shaded waiting areas for those who have mobility issues. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA for accommodations through the Federal Relay Service at (800) 877-8339 (English); or (800) 845-6136 (Spanish). Ask your supervisor for help in providing additional accommodations for people with disabilities. The Americans with Disabilities Act (ADA) protects individuals with disabilities. The following link (<https://www.ada.gov/>) provides additional resources and contains specific technical assistance materials on the ADA.

SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Initials:

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered to have Limited English Proficiency (LEP). Meaningful access to program information and services by persons with LEP is required; that means timely, appropriate and effective language services. This may include providing interpreters and providing printed materials in different languages. Consult your supervisor for assistance. The following link www.fns.usda.gov/civil-rights provides limited English proficiency-specific technical assistance materials and references.

SEXUAL HARASSMENT IS PROHIBITED

Initials:

Do not engage in or tolerate unwanted or unwelcomed sexual behavior, including jokes, touching, request for sexual favors, etc. Report all violations to your management, state or federal officials.

RESPONDING TO CONFLICTS/EMERGENCIES

Initials:

If conflict occurs, remain calm. Call for assistance immediately if you feel threatened. Consider mediation or a third party to help resolve the situation if there is no immediate resolution.

CUSTOMER SERVICE

Initials:

Treat all people with dignity and respect. Follow the golden rule and treat people the way you would like to be treated. Customer service is an important part of the complaint process, most times people just want to tell their side of the story. A listening ear can make the difference between calming the person down or making the situation worse.

When handling a complaint:

1. Treat everyone equally.
2. Evaluate if there are barriers that are preventing or deterring the person from receiving benefits and try to eliminate them.
3. Be respectful. Remember when people are angry, you can feel that they are taking their frustration out on you.

PUBLIC NOTIFICATION REQUIREMENTS

Initials:

Ensure potentially eligible persons are aware of the program and have information on how to apply and their rights and responsibilities as a participant.

REQUIRED POSTINGS

Initials:

Each ERA, local agency, distribution site, and certification site must display the 'And Justice for All' poster, including translations if necessary, near the location where applicants apply or register for the program. All 'And Justice for All' posters must be displayed in a specific size: 11" width x 17" height.

The nondiscrimination statement must be placed on all program materials, including websites.

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FIND FOOD BANK-CSFP

Item 15.

State of California – Health and Human Services Agency

California Department of Social Services

For agencies that are religious organizations, the "Written Notice of Beneficiary Rights" must be displayed or distributed to all participants and prospective participants.

CSFP REQUIREMENT ONLY - FNS 191 Racial and Ethnic Data Collection Initials: _____

Each local agency and/or each sub-site shall collect the number of participants receiving food packages by racial/ethnic category during the month of April each year, unless otherwise specified by CDSS. This count may be collected as a manual head count of food package recipients or may be collected from a review of certification forms. Self-identification or self-reporting of this information is the preferred method. This information is requested solely for the purpose of determining the State's compliance with Federal civil rights laws.

The participant's response will not affect consideration of the application and may be protected by the Privacy Act. Providing the information assures the program is administered in a nondiscriminatory manner. If the applicant declines to self-identify, the applicant should be informed that a visual identification of his or her race and ethnicity will be made and recorded in the data system.

The FNS-191 report must be submitted each year to CDSS.

LEVEL 1 TRAINING CERTIFICATION	
I, _____ (Print your First and Last Name) have read and understood the content of this civil rights training. I agree to follow the civil rights instructions as listed above while working as staff or volunteering for _____ (Print Agency Name). I understand that this checklist must be reviewed and completed annually.	
_____ Signature	_____ Date

LEVEL 2 TRAINING CERTIFICATION	
To be completed by TEFAP and CSFP staff at CDSS, program management staff at any provider (ERA or Local Agency), and lead program volunteers at any distribution site.	
I, _____ (Print your First and Last Name) have viewed and understand the civil rights information contained in the FDU Civil Rights Presentation. I agree to follow the civil rights instructions as indicated in this checklist and in the FDU Civil Rights Presentation while working as staff or volunteering for _____ (Print Agency Name). I understand that this checklist and the FDU Civil Rights Presentation must be reviewed and completed annually.	
_____ Signature	_____ Date

All staff and volunteers who complete this training must sign the FDU 113 checklist. The FDU 113 replaces the Certification of Completion used in previous years.

ADDITIONAL INFORMATION CAN BE FOUND IN FNS INSTRUCTION 113-1 REGARDING CIVIL RIGHTS COMPLIANCE AND ENFORCEMENT.

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FIND FOOD BANK-CSFP

CSFP Statement of Confidentiality-Staff and Volunteers

STATEMENT OF CONFIDENTIALITY FOR STAFF AND VOLUNTEERS
Purpose: Instruction
Subject: Statement of Confidentiality for Staff and Volunteers in the Commodity Supplemental Food Program
Reference: Title 7, Code of Federal Regulations, Section 247.36

This Information Memo (IM) disseminates the confidentiality requirements for local agencies administering the Commodity Supplemental Food Program (CSFP).

Confidentiality of Applicants or Participants

Title 7, Code of Federal Regulations, Section 247.36 denotes that state and local agencies must restrict the use or disclosure of information obtained from CSFP applicants or participants to persons directly connected with the administration or enforcement of the program.

Under this regulation, state or local agencies may exchange participant information with other health or welfare programs to help prevent dual participation, determine eligibility, or, with the consent of the participant, for program outreach.

Certification Procedures for Staff and Volunteers

In order to comply with this regulation, authorized CSFP staff and volunteers at the local agency must agree to sign the Statement of Confidentiality. Staff and volunteers will agree to comply with the policy and terms of the confidentiality statement.

Confidential and personal information generally includes the following:

- Names, addresses, telephone numbers, e-mail addresses
- Birth dates
- Gender, disability status, marital status
- Income and financial information
- Employment status

The CSFP hard copy applications, as well as the online applications, denote this type of information. Therefore, all local agency staff and volunteers who process or have access to the CSFP applications must sign the Statement of Confidentiality form. Violations of the confidentiality statement may result in disciplinary actions to include immediate dismissal.

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FIND FOOD BANK-CSFP

Item 15.

Complaint of Discrimination

State of California – Health and Human Services Agency

California Department of Social Services

COMPLAINT OF DISCRIMINATION

Name	Program Type
Street Address	Case Number
City, State, Zip Code	Phone Number

I believe I have been discriminated against on the basis of:

- | | | |
|--|---|---|
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex | <input type="checkbox"/> Medical Condition |
| <input type="checkbox"/> Color | <input type="checkbox"/> Gender Identity | <input type="checkbox"/> Genetic Information |
| <input type="checkbox"/> Race | <input type="checkbox"/> Gender Expression | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Political Affiliation |
| <input type="checkbox"/> Ethnic Group | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Age | <input type="checkbox"/> Domestic Partnership | <input type="checkbox"/> Any Other Applicable Basis _____ |

Name Of Person Who Discriminated	Title	Date Of Occurrence	Place Of Occurrence Agency

Describe in your own words what action(s) have happened to lead you to believe you have been discriminated against.

Indicate what resolution you are seeking.

I understand the above information is true and complete to the best of my knowledge and belief.

- I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- By signing this complaint, I am authorizing the CDSS Civil Rights Bureau (CRB) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRB to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Complainant's Signature	Date
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GEN 1179 (5/18)

Social Services Referrals



Commodity Supplemental Food Program (CSFP) Social Services Referrals

Medicaid

Medicaid covers medical expenses for certain groups of people with limited income and resources. Eligibility for Medicaid is determined by the Pennsylvania Department of Human Services.

For more information, call 1-800-786-4346

<https://www.benefits.gov/benefit/1620>

Medicare

Medicare provides health insurance to persons aged 65 and over, disabled persons under the age of 65 who have received social security disability cash benefits for at least 24 months, and persons with end stage renal disease (ESRD).

For more information, call 1-800-633-4227

<https://www.medicare.gov>

Food Stamps (SNAP)

SNAP offers an allotment of food benefits that may be used to purchase food or food products prepared for human consumption except for alcoholic beverages, tobacco, hot foods, or foods prepared for immediate consumption. Foods may be purchased using the SNAP benefits from an authorized grocery or retail store.

Call FIND Food Bank Food Bank Stamps Helpline at (760) 775-3663

<https://findfoodbank.org/programs-services/outreach-services/>

Supplemental Security Income (SSI)

SSI pays monthly benefits to people with limited income and resources who are disabled, blind, or age 65 or older. Blind or disabled children may also get SSI.

To apply, visit your local Social Security Office or call 1-800-772-1213

<https://www.ssa.gov/benefits/ssi/65older.html>



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, City Engineer

SUBJECT: Authorize the City Manager to enter into an agreement for the acquisition of real property for the westerly extension of Fifth Street to complete the Pueblo Viejo Transit Hub Paseo.

STAFF RECOMMENDATION:

Authorize City Manager to Sign an Agreement for the Acquisition of Real Property (Escrow Instructions) and additional documents pertaining to the acquisition of land at the western end of Fifth street.

EXECUTIVE SUMMARY:

The land in question is located at the western terminus of Fifth Street and comprises an area that is proposed to be constructed as a bicycle and pedestrian paseo with the approved ST-130 Pueblo Viejo Sustainable Transportation Project. The real property in question is located at the back of Santa Rosa Del Valle Medical Group whose address is, 1296 Sixth Street (APN 778-071-008). The agreement for acquisition of real property includes for the purchase of approximately 6,750 SF of land at the western end of Fifth street and an additional approximate 1,935 of easement area for the purpose of public utilities.

FISCAL IMPACT:

The total estimated cost for the property and easement acquisitions is \$60,000, which includes probable escrow, title and legal fees in addition to the land purchase value. The property acquisition costs are recommended to be funded as a part of the Pueblo Viejo Sustainable Transportation Project (ST-130) using authorized contingency funds within the City's CIP Fund (182). No additional appropriations are requested at this time.

Attachment:

1. Agreement for the Acquisition of Real Property

APN: 778-071-008

TITLE REPORT NO: First American Title NCS-1053706-ONT1

PROJECT: City of Coachella Pueblo Viejo - Sustainable
Transportation Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 18 day of Feb, 2022 by and between the City of Coachella, a municipal corporation (hereinafter called "Buyer"), and the undersigned Delshuham Investments, LLC, a Washington State limited liability company; (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth. This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall constitute the full consideration to be paid to Seller by Buyer for the real estate interests being conveyed and on account of the proposed public improvements to be located thereon, including severance damages, as provided herein.

1.2 Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, the following real property interests situated in the City of Coachella County of Riverside, State of California:

(1) a permanent nonexclusive underground electrical distribution easement containing approximately 1,050 sf described on Exhibit 1 to the Right of Way Easement attached hereto as Exhibit "A" (the "Underground PE"),

(2) the permanent nonexclusive aerial electrical distribution easement containing approximately 885 sf described on Exhibit 1 to the Right of Way Easement attached hereto as Exhibit "B" (the "Overhead PE"),

(3) fee interest in the right of way dedication containing approximately 3,750 sf. and described on Exhibit 1 to the Grant Deed attached hereto as Exhibit "C" (the "Existing ROW"), and

(4) fee interest in the right of way dedication containing approximately 3,050 sf. and described as Exhibit 2 to the Grant Deed attached hereto as Exhibit "C" (the "New ROW").

The Underground PE, Overhead PE, Existing ROW and New ROW are referred to

collectively as the "Property".

- 1.3 The Overhead PE and Underground PE are granted on a non-exclusive basis. Seller's existing improvements to the Overhead PE area including trees, asphalt paving, concrete pad, and concrete block trans enclosure, shall remain in place and not be destroyed or materially disturbed by Buyer.
- 1.4 The parties agree that, notwithstanding the grant of the Existing ROW and New ROW hereunder, the remainder of the Seller real property of which the Property is a part shall have access rights for vehicular and pedestrian ingress and egress to and from 5th Street, and such access rights shall be reserved by Seller.

2. PURCHASE PRICE.

- 2.1 The total purchase price, payable in cash through escrow, shall be the sum of:

FORTY-NINE THOUSAND TWO HUNDRED SEVENTY AND NO/100 DOLLARS

(\$49,270.00)

- 2.2 In addition to the compensation shown in Section 2 above, Buyer agrees to reimburse Seller in an amount not to exceed \$10,000.00 for attorney fees and costs, including title and lender costs, related to this transaction (the "Cost Reimbursement").
- 2.3 Withholding Requirements per R&T 18662. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3 1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

3. CONVEYANCE OF TITLE.

- 3.1 Seller agrees to convey the Underground PE and Overhead PE to Buyer by Right of Way Easements in the form attached hereto as Exhibits A and B, respectively, and convey fee title to the Existing ROW and New ROW to Buyer by Grant Deed in the form attached hereto as Exhibit C. Marketable title to all Property shall be conveyed subject to all easements, maps, covenants, conditions and other matters of record, including those exceptions to title reflected in that certain Preliminary Report from First American Title Company dated February 10, 2021 (Order NO. NCS-10537006-ONT) but free and clear of all recorded and unrecorded liens, deeds of trust, encumbrances, assessments, leases, and taxes EXCEPT:

- 3.1.1 Taxes: Taxes for the fiscal year in which this transaction closes which shall

be cleared and paid in the manner required by Sections 5096.7 and 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

4. TITLE INSURANCE POLICY.

- 4.1 Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$49,270.00 issued by Lawyers Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3.1. and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW.

- 5.1 Buyer agrees to open an escrow in accordance with this Agreement at First American Title, 74770 US Highway 111 Suite 101, Indian Wells, CA 92210, or other First American Title office of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.
- 5.2 Seller has executed and handed the deeds to Buyer, concurrently with this Agreement. As soon as possible after opening of escrow, Buyer will deposit the executed deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
- 5.3 Insurance policies for fire or casualty are not to be transferred, and Seller will cancel his own policies after close of escrow.
- 5.4 All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- 5.5 Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- 5.6 Taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction
- 5.7 Any taxes which have been paid by Seller, prior to opening of this escrow, shall not

be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 5.8 Pay and charge Seller, upon Seller's written approval, for any amount necessary to pay off and release any monetary liens against the Property to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with §1265.240 of the Eminent Domain Law;
- 5.9 Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- 5.10 Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.
- 5.11 The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.
- 5.12 All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
- 5.13 TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 90 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, terminate this Agreement and demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.
- 5.14 Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 10, 11, 16, 18 and to its liability under any policy of title insurance issued in regard to this transaction.

6. ESCROW FEES, CHARGES AND COSTS.

- 6.1 Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which

arise in this escrow, including all title fees, recording fees, and documentary transfer taxes (if applicable). Buyer shall also reimburse to Seller at Closing, Cost Reimbursement as provided in and subject to the limits contained in Section 2.2 above.

7. EARLY POSSESSION OF PROPERTY

7.1 In the event that this escrow is not in a condition to close by the time Buyer requires possession to begin pre-construction on the Property, Buyer and Seller agree to negotiate, in good faith, an interim possession and use agreement.

8. CONSTRUCTION CONTRACT AND CURATIVE WORK.

8.1 It is understood and agreed by and between the parties hereto in addition to the compensation shown in Section 2 hereinabove, the Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

8.1.1 None.

8.2 All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

8.3 It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

8.3.1 None.

9. PERMISSION TO ENTER ON PREMISES.

9.1 Seller hereby grants to Buyer, and its authorized representatives, agents or contractors, the right to enter upon the Property upon 24 hours prior written notice for purposes of inspecting, testing, surveying and/or planning. Buyer shall not commence or authorize any work of improvement or other invasive work, or commit any damage to, the Property, prior to Closing without Seller's prior written permission, which may be given or withheld by Seller in its sole discretion.

10. COUNTERPARTS.

10.1 This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile

transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement.

11. CLOSING STATEMENT.

- 11.1 Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS.

- 12.1 Not applicable.

13. EMINENT DOMAIN DISMISSAL.

- 13.1 Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Riverside wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action provided such default is consistent with the terms of this Agreement.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER.

Seller hereby warrants, represents, and/or covenants to Buyer that:

- 14.1 To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- 14.2 Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- 14.4 Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- 14.5 To the best of Seller's knowledge, and subject to the release or partial release of the Deed of Trust encumbering the Property in favor of Seller's lender, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

14.7 Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. SUITABILITY AND CONDITION OF PROPERTY.

15.1 Determination of Suitability. Buyer is acquiring the Property for street improvement purposes. Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use, as well as Buyer's approval of all aspects of the condition of the Property and condition of title to the Property. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property and acceptance of the condition of the Property and title thereto for such purposes. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement.

15.2 Environmental Due Diligence. Subject to Section 9 above, Buyer shall conduct and shall rely upon its own investigation of the environmental status of the Property as Buyer' deems necessary.

15.3 Right of Entry. Buyer, its agents and consultants, will have a right of entry to the Property in order to conduct any testing and inspections, as described in Section 9 above. Buyer will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities, including reasonable attorney's fees and costs, arising out of Buyer's exercise of this right of entry or presence on the Property, and will keep the Property free from mechanics lien claims. Buyer maintains and will continue to maintain, and will cause all of its agents and consultants with access to the Property to maintain, adequate public liability insurance coverage throughout the term of this Agreement. Buyer's indemnity obligations as set forth herein will survive termination of this Agreement.

15.4 Hazardous Waste. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. To Seller's knowledge, without investigation, Seller has not used, generated, released, discharged, stored, or disposed of, or knowingly allowed any other tenant or occupant of the Property to use, generate, release, discharge, store, or dispose of, any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. From the date of this Agreement until Closing, Seller shall not cause or knowingly permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or

25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903), or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

16. FULL AND COMPLETE SETTLEMENT AND RELEASE.

- 16.1 Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the property and any dislocation of Seller from same, specifically including, but not limited to, any and all claims in inverse condemnation and for pre-condemnation damages, any and all loss of business goodwill and any and all relocation benefits that Seller may be entitled to on account of the acquisition by Buyer of this Property. Except for those arising under this Agreement, Seller and Buyer, and each and all of their individual and collective agents', representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have, by reason of the transaction contemplated by this Agreement. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- 16.2 Seller hereby acknowledges that it has been advised by its attorney concerning, and are familiar with, the provisions of California Civil Code section 1542, which provides as follows:
- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.


 Seller's Initials

- 16.3 Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained may give rise to additional damage, loss, costs or expenses in the future. Seller also acknowledges that changes in law may occur in the future which may apply retroactively and may allow Seller to be entitled to further claims for damage, loss, costs or expenses which are presently unknown and unsuspected. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release survives the close of escrow.

17. CONTINGENCY.

- 17.1 It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein, as evidenced by Buyer's signature to this Agreement.
- 17.2 The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.
- 17.3 The parties acknowledge that the Property is currently encumbered by a Deed of Trust in favor of Bank of America N.A. recorded as Instrument No. 2016-0079874. Seller will use its reasonable best efforts to cause the Bank to release the Property from the Deed of Trust so that the Property may be conveyed to Buyer free and clear of such lien as required under Section 3.1; provided, however, that Seller shall not be required to pay off the entire outstanding balance of the loan secured by the Deed of Trust in order to cause such release. Release of the Deed of Trust shall remain a condition to Closing, and if the parties are unable to obtain such release prior to Closing, either party may terminate this Agreement pursuant to Section 5.13 above.

18. MISCELLANEOUS.

- 18.1 All exhibits to this Agreement are incorporated and made a part hereof by reference.
- 18.2 The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
- 18.3 This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

18.4 In the event of any dispute or controversy between Buyer and Seller relating to the interpretation of this Agreement or to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party, as awarded by the court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

<p><u>MAILING ADDRESS OF SELLER</u></p> <p>1293 6th Street Coachella, CA 92236</p>	<p><u>SELLER:</u> Delshuham Investments, LLC</p> <p>By:  J. Carroll Schueler</p> <p>Its: Manager</p>
<p><u>MAILING ADDRESS OF BUYER</u></p> <p>City of Coachella 53-990 Enterprise Way Coachella, CA 92236</p>	<p><u>BUYER:</u> City of Coachella, a municipal corporation</p> <p>By: _____ Gabriel D. Martin, Ph.D</p> <p>Its: City Manager</p>

EXHIBIT "A"
RIGHT OF WAY EASEMENT FOR
UNDERGROUND NONEXCLUSIVE PERMANENT EASEMENT

Recording Requested By
City of Coachella

EXHIBIT "A"

And When Recorded Mail To:

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

Space Above This Line For Recorder's Use

APN: 778-071-008

Documentary Transfer Tax § R& T § 11922; Gov Code § 6103
___ Computed on Full Value of Property Conveyed, or
___ Computed on Full Value less liens and encumbrances
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith convey to the City of Coachella, a municipal corporation, its successors or assigns, a right of way easement for the purpose of constructing, operating, and maintaining underground power line or lines, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over and across the following described property:

County of Riverside, State of California.

Said right of way being described as: Indicated on Exhibit "A" and depicted in Exhibit "B" attached hereto and made part of.

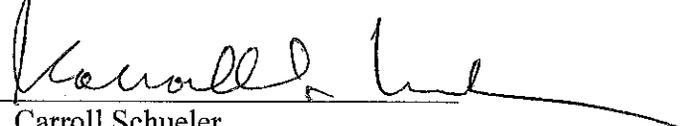
The grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions which might be deemed a hazard. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

The grantee shall also have the right to remove or destroy any obstruction or fire hazard that might now exist or exist in the future on said right of way.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF said grantor _____ has hereunto affixed his signature this 18 day of Feb, 2022.

Delshuham Investments, LLC
A Washington Limited Liability Company

By: 
J. Carroll Schueler

Its: Manager

EXHIBIT "1"
LEGAL DESCRIPTION
ELECTRICAL DISTRIBUTION EASEMENT

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being located within that certain parcel of land described as Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

BEGINNING at the southeast corner of said Parcel 3B;

Thence along the easterly line of said Parcel 3B North $36^{\circ}08'33''$ West a distance of 70.00 feet to an angle point in the boundary line of said Parcel 3B, said point lies on the southwesterly prolongation of the southerly right-of-way line of Fifth Street (Fifth Street being 75.00 feet in total width, 37.50 feet halfwidth from centerline);

Thence along said southwesterly prolongation South $53^{\circ}53'19''$ West a distance of 15.00 feet to a line parallel with and 15.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3B;

Thence along said parallel line South $36^{\circ}08'33''$ East a distance of 70.00 feet to the southerly line of said Parcel 3B;

Thence along said southerly line North $36^{\circ}08'33''$ East a distance of 15.00 feet to the **POINT OF BEGINNING**.

CONTAINING 1,050 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.


 Benjamin Daniel Egan, PE, PLS
 Licensed Land Surveyor No. 8756
 Prepared: June 17, 2021

EXHIBIT "B" - PLAT

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR AN ELECTRICAL DISTRIBUTION EASEMENT
PORTION OF PARCEL 3B OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

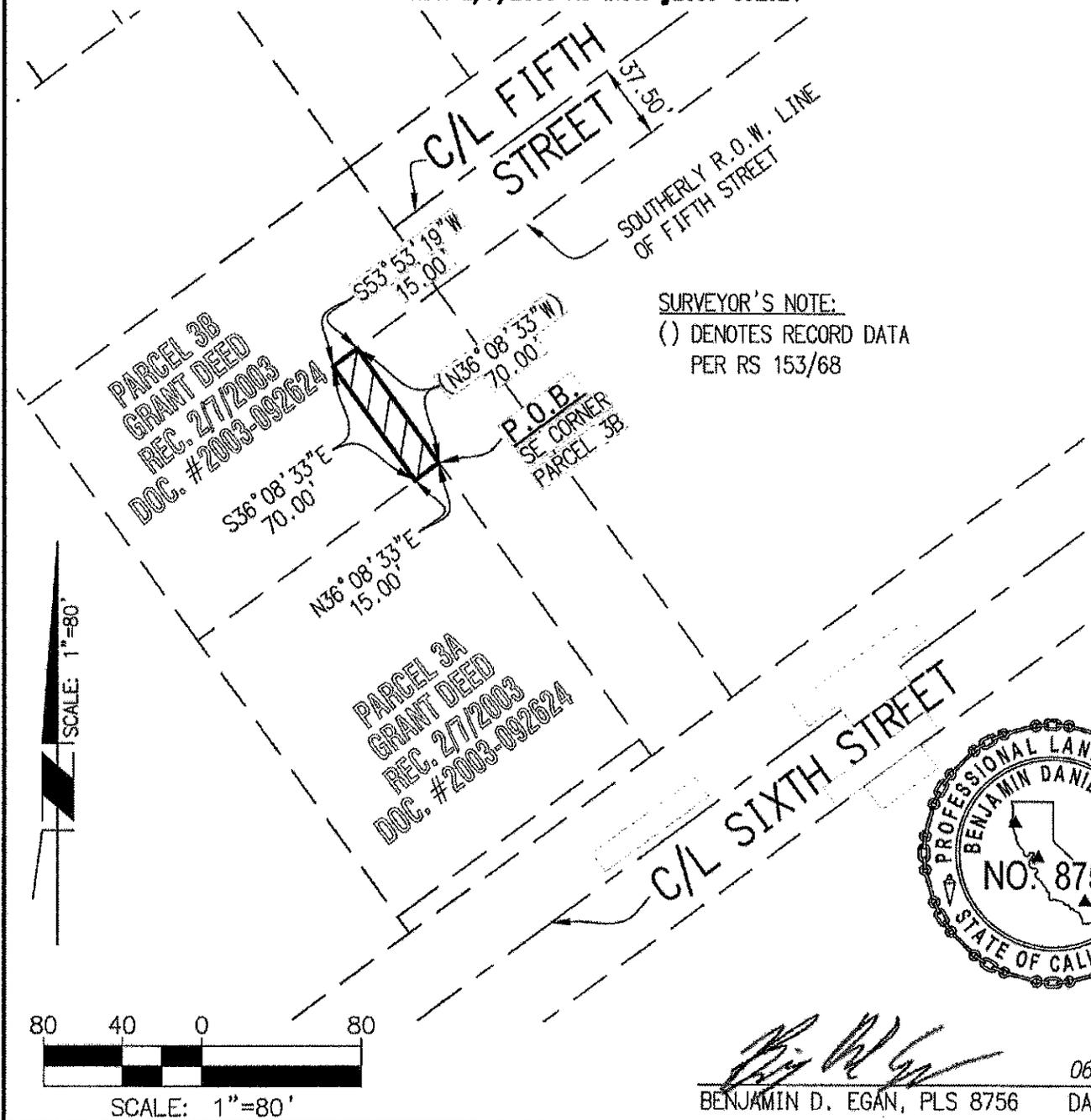
NOTE:



AREA OF EASEMENT
1,050± SQUARE FEET

SURVEYOR'S NOTE:

() DENOTES RECORD DATA
PER RS 153/68



SCALE: 1"=80'

Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756 06/17/2021
DATE

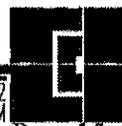
IMPERIAL IRRIGATION DISTRICT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET
1
OF 1 SHEET(S)
W.O. # _____

EXHIBIT
'B'

PREPARED BY:
EGAN CIVIL, INC.
PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM



SUBJECT:
ELECTRICAL DISTRIBUTION
EASEMENT
APN 778-071-008
(NORTH PORTION OF PARCEL)

EXHIBIT "B"
RIGHT OF WAY EASEMENT FOR
OVERHEAD NONEXCLUSIVE PERMANENT EASEMENT

Recording Requested By
City of Coachella

EXHIBIT "B"

And When Recorded Mail To:

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

Space Above This Line For Recorder's Use

APN: 778-071-008

Documentary Transfer Tax S R & T §11922; Gov Code §6103
____ Computed on Full Value of Property Conveyed, or
____ Computed on Full Value less liens and encumbrances
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith convey to the City of Coachella, a municipal corporation, its successors or assigns, a right of way easement for the purpose of constructing, operating, and maintaining overhead power line or lines, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over and across the following described property:

County of Riverside, State of California.

Said right of way being described as: Indicated on Exhibit "A" and depicted in Exhibit "B" attached hereto and made part of.

The grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions which might be deemed a hazard. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

The grantee shall also have the right to remove or destroy any obstruction or fire hazard that might now exist or exist in the future on said right of way.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF said grantor _____ has hereunto affixed his signature this 18 day of Feb, 2022.

Delshuham Investments, LLC
A Washington Limited Liability
Company

By: 
J. Carroll Schueler

Its: Manager

EXHIBIT "1"
LEGAL DESCRIPTION
ELECTRICAL DISTRIBUTION EASEMENT

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3A of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

BEGINNING at the northeast corner of said Parcel 3A;
 Thence along the easterly line of said Parcel 3A South 36°08'33" East a distance of 59.00 feet;
 Thence leaving said line at right angles, South 53°53'19" West a distance of 15.00 feet to a line parallel with and 15.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3A;
 Thence along said parallel line North 36°08'33" West a distance of 59.00 feet to the northerly line of said Parcel 3A;
 Thence along said northerly line North 53°53'19" East a distance of 15.00 feet to the **POINT OF BEGINNING.**

CONTAINING 885 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.


 Benjamin Daniel Egan, PE, PLS
 Licensed Land Surveyor No. 8756
 Prepared: June 17, 2021

EXHIBIT "B" - PLAT

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR AN ELECTRICAL DISTRIBUTION EASEMENT
PORTION OF PARCEL 3A OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

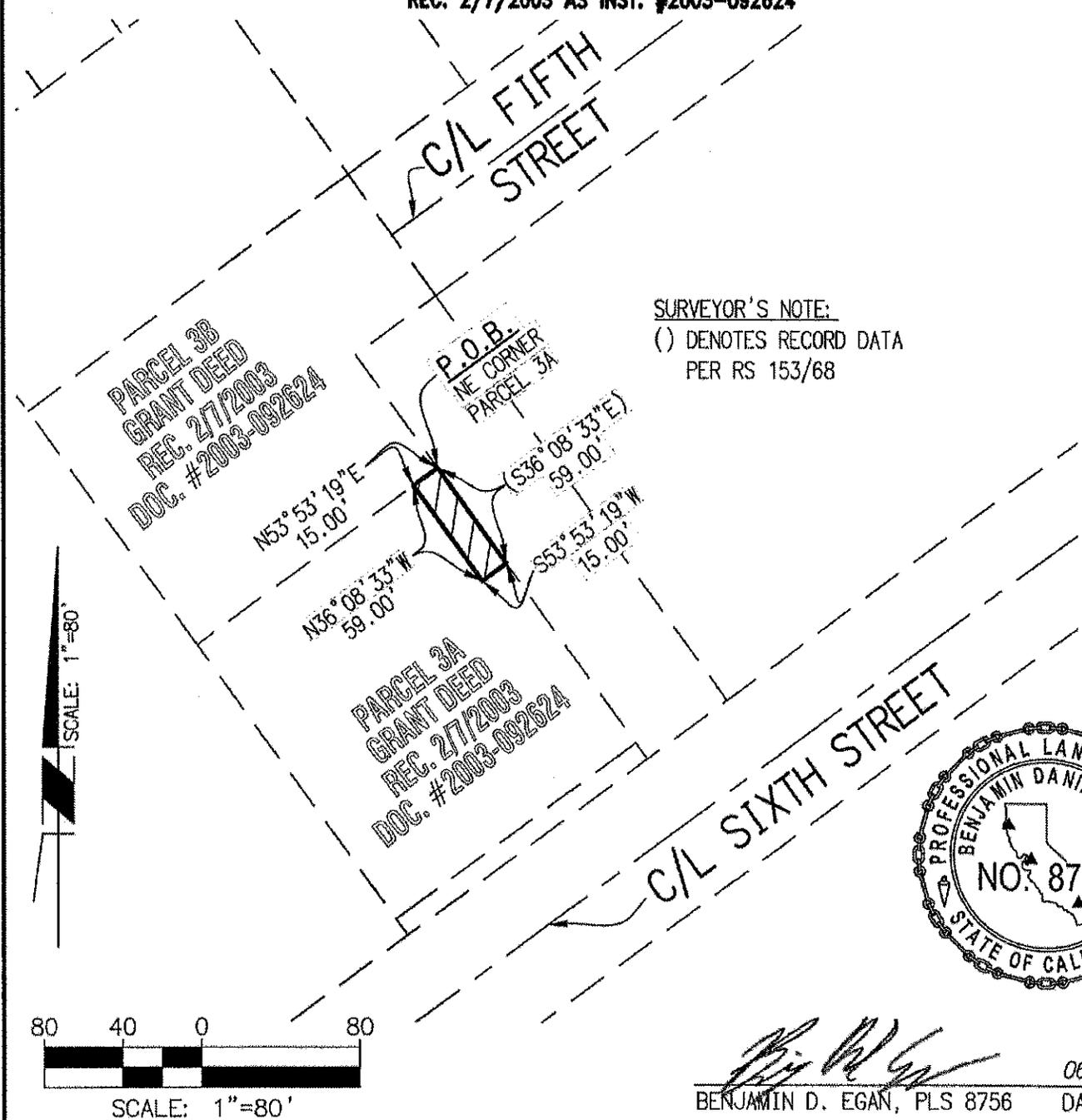
NOTE:



AREA OF EASEMENT
885± SQUARE FEET

SURVEYOR'S NOTE:

() DENOTES RECORD DATA
PER RS 153/68



Benjamin D. Egan
 BENJAMIN D. EGAN, PLS 8756
 06/17/2021
 DATE

IMPERIAL IRRIGATION DISTRICT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET

1

EXHIBIT

'B'

PREPARED BY:

EGAN CIVIL, INC.

PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM



SUBJECT:

ELECTRICAL DISTRIBUTION
EASEMENT
APN 778-071-008
(SOUTH PORTION OF APN)

OF 1 SHEET(S)

SCALE: 1"=80'

DRAWN BY: BDE

DATE: 6/17/2021

Page 126

CHECKED BY: BDE

W.O. #

EXHIBIT "C"
GRANT DEED FOR
EXISTING RIGHT OF WAY AND NEW RIGHT OF WAY

EXHIBIT "C"

TITLE ORDER NO.; NCS-1053706-ONT1

APN: 778-071-008

PROJECT: Coachella Pueblo Viejo – Sustainable
Transportation Project

RECORDING REQUESTED BY:

City of Coachella

WHEN RECORDED MAIL TO:

City of Coachella
ATTN: City Clerk
53-990 Enterprise Way
Coachella, CA 92236

DOCUMENTARY TRANSFER TAX \$ NONE

GRANT DEED

FREE RECORDING REQUESTED Essential to acquisition by
City of Coachella - See Govt. Code 6103

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Delshuham Investments, LLC, a Washington Limited Liability Company

hereby GRANT(S) to the City of Coachella, a municipal corporation,

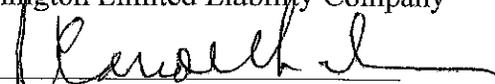
the following described real property in the City of Coachella, County of Riverside, State of California, described as follows:

SEE EXHIBITS "1" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

Nothing in this conveyance is intended to restrict Grantor's access from Grantor's remainder property to the existing 5th Street.

Delshuham Investments, LLC, a
Washington Limited Liability Company

Date: 2-18-22

By: 
J. Carroll Schueler

Its: Manager

EXHIBIT "1"

**LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FIFTH STREET**

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

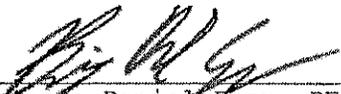
BEGINNING at the most easterly corner of said Parcel 3B;
Thence along the easterly line of said Parcel 3B North 36°08'33" West a distance of 75.00 feet to the northeast corner of said Parcel 3B;
Thence along the northerly line of said Parcel 3B South 53°53'19" West a distance of 50.00 feet to a line parallel with and 50.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3B;
Thence along said parallel line South 36°08'33" East a distance of 75.00 feet to an angle point in the easterly line of said Parcel 3B;
Thence along said line North 53°53'19" East a distance of 50.00 feet to the **POINT OF BEGINNING.**

CONTAINING 3,750 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

EXHIBIT "B" - PLAT

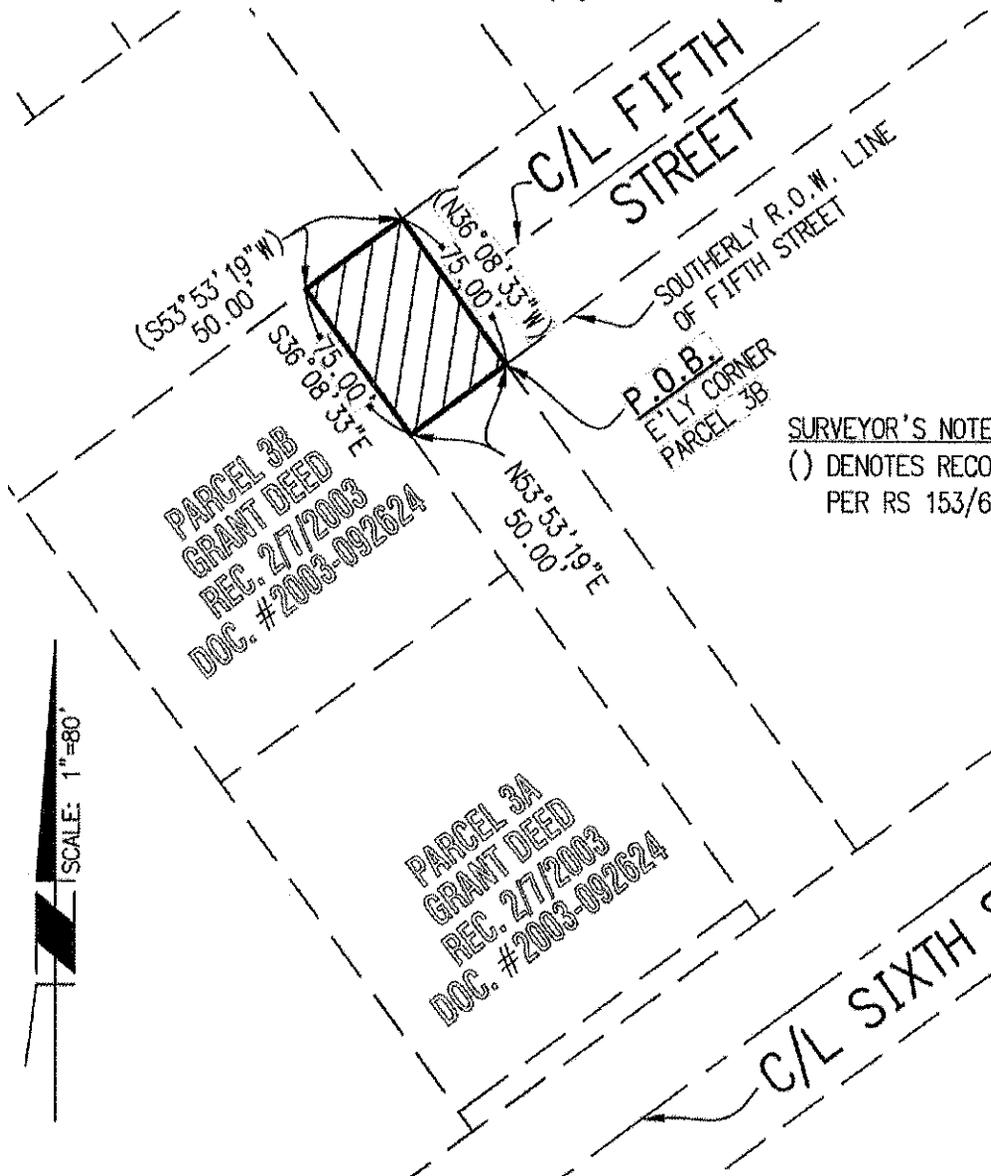
SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR A RIGHT-OF-WAY DEDICATION
PORTION OF PARCEL 3B OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

NOTE:

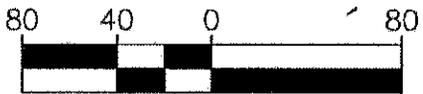


AREA OF EASEMENT
3,750± SQUARE FEET



SURVEYOR'S NOTE:
() DENOTES RECORD DATA
PER RS 153/68

SCALE: 1"=80'



SCALE: 1"=80'



Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756

06/17/2021
DATE

CITY OF COACHELLA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET
1
OF 1 SHEET(S)

EXHIBIT
'B'

PREPARED BY:
EGAN CIVIL, INC.
PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM

SUBJECT:
R.O.W. DEDICATION
25TH STREET
APN 778-071-008

EXHIBIT "1"
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FIFTH STREET PASEO

That certain parcel of land located in the City of Coachella, County of Riverside, State of California, being a portion of Parcel 3B of a Grant Deed recorded February 7, 2003 as Doc. #2003-092624 of Official Records of said County, more particularly described as follows:

COMMENCING at the most northerly corner of said Parcel 3B;

Thence along the northerly line of said Parcel 3B South 53°53'19" West a distance of 50.00 feet to a line parallel with and 50.00 feet southwesterly, measured at right angles, of the aforementioned easterly line of said Parcel 3A, said point being the **POINT OF BEGINNING**;

Thence along said parallel line South 36°08'33" East a distance of 75.00 feet to an angle point in the easterly line of said Parcel 3B, said point lies on the southwesterly prolongation of the southerly right-of-way line of Fifth Street (Fifth Street being 75.00 feet in total width, 37.50 feet half-width from centerline);

Thence along said southwesterly prolongation South 53°53'19" West a distance of 40.00 feet;

Thence North 36°08'33" West a distance of 75.00 feet to the northerly line of said Parcel 3B;

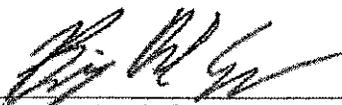
Thence along said northerly line North 53°53'19" East a distance of 40.00 feet to the **POINT OF BEGINNING**.

CONTAINING 3,000 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

Graphically depicted on 'EXHIBIT "B" – PLAT', attached hereto and by this reference made a part hereof.

This legal description and accompanying plat were prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
Licensed Land Surveyor No. 8756
Prepared: June 17, 2021

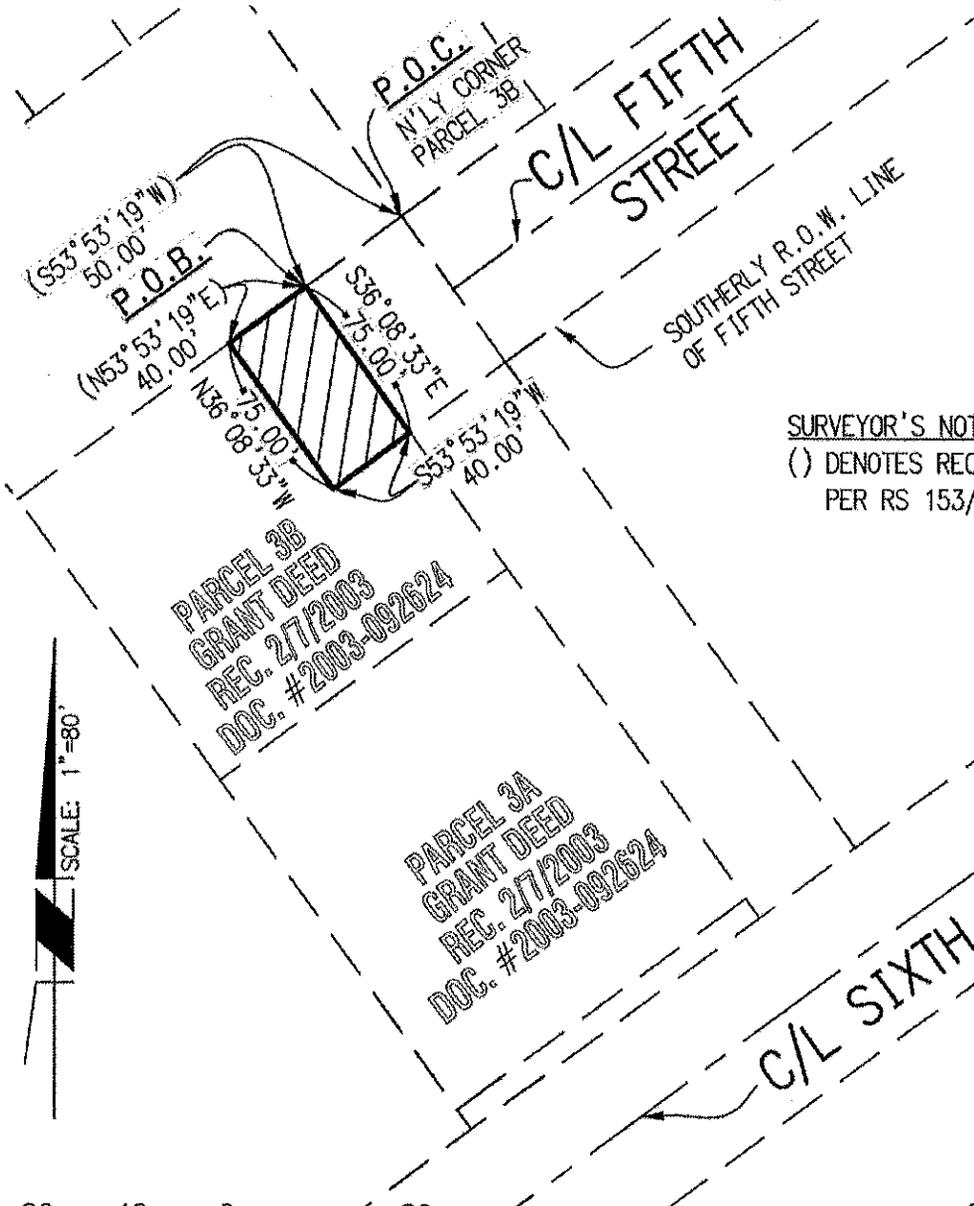
EXHIBIT "B" - PLAT

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR A RIGHT-OF-WAY DEDICATION
PORTION OF PARCEL 3B OF GRANT DEED
REC. 2/7/2003 AS INST. #2003-092624

NOTE:



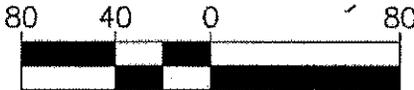
AREA OF EASEMENT
3,000± SQUARE FEET



SURVEYOR'S NOTE:
() DENOTES RECORD DATA
PER RS 153/68



SCALE: 1"=80'



SCALE: 1"=80'



Benjamin D. Egan
BENJAMIN D. EGAN, PLS 8756

06/17/2021
DATE

CITY OF COACHELLA

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION. IT DOES NOT SUPERCEDE WRITTEN DESCRIPTION HEREIN.

SHEET

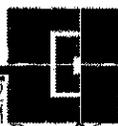
1

EXHIBIT

'B'

PREPARED BY:

EGAN CIVIL, INC.



PO BOX 5282, LA QUINTA, CA 92248-5282
(760) 404-7663 WWW.EGANCIVIL.COM

SUBJECT:

PEDESTRIAN AND UTILITY
EASEMENT - PASEO
APN 778-071-008

OF 1 SHEET(S)

SCALE: 1"=80'

DRAWN BY: BDE

DATE: 6/17/21

CHECKED BY: BDE

W.O. #



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorize The City Manager to Execute the Third Supplement to Memorandum of Understanding Regarding Governance of the Indio Subbasin Under the Sustainable Groundwater Management Act

STAFF RECOMMENDATION:

Authorize the City Manager to execute the third supplement to the memorandum of understanding regarding governance of the Indio Subbasin under the Sustainable Groundwater Management Act regarding a United States Geological Survey land subsidence assessment in the Indio Subbasin.

DISCUSSION/ANALYSIS:

On September 2016, the City of Coachella through its Coachella Water Authority entered into a memorandum of understanding (MOU) regarding governance of the Indio Sub-basin under the Sustainable Groundwater Management Act (SGMA) with the Coachella Valley Water District (CVWD), Desert Water Agency (DWA) and the Indio Water Authority (IWA) for the development and submission of an alternative groundwater sustainability plan (GSP) for the Indio Sub-basin.

The attached Third Supplement to the Memorandum of Understanding Regarding Governance of the Indio Subbasin under the Sustainable Groundwater Management Act (Third Supplement to MOU) establishes the cost share and terms for implementation of the USGS JFA to study land subsidence agreed upon by the Indio Subbasin GSAs, including CVWD, Desert Water Agency (DWA), Desert Water Agency (DWA), and Indio Water Authority (IWA). The total cost of the study is from Fiscal Year (FY) 2021-22 through FY 2024-25.

City of Coachella (CWA)	16%	\$44,190.14
Coachella Valley Water District	51%	\$143,489.57
Desert Water Agency	18%	\$52,401.36
Indio Water Authority	15%	\$43,198.93
TOTAL	100%	\$283,280.00

FISCAL IMPACT:

This fiscal year's portion of the proposed total cost share of \$44,190.14 has been included in the current budget 2021/2022.

THIRD SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING GOVERNANCE OF THE INDIO SUBBASIN
UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

This THIRD SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING, dated November 8, 2021, is entered into among the following parties: City of Coachella, acting through and on behalf of, the Coachella Water Authority (CWA); Coachella Valley Water District (CVWD); Desert Water Agency (DWA); and City of Indio, acting through and on behalf of, the Indio Water Authority (IWA). The parties previously entered into that certain Memorandum of Understanding (MOU), dated October 5, 2016, for the purpose of developing a common understanding regarding the governance structures applicable to implementation of the Sustainable Groundwater Management Act (Water Code, Part 2.74, Section 10720 et seq.) (SGMA) in the Indio Subbasin of the Coachella Valley Groundwater Basin. The parties to the MOU and this Third Supplement are collectively referred to as “Partners” and individually as “Partner;” and

WHEREAS, the Partners previously entered into that certain Supplement to MOU, dated April 3, 2018, for the purpose of retaining a consultant to assist in preparing the Groundwater Sustainability Agencies’ (GSAs) Indio Subbasin Annual Report for Water Year 2016-2017 in accordance with SGMA; and

WHEREAS, the Partners previously entered into that certain Second Supplement to MOU, dated October 29, 2018, for the purpose of retaining consultants to assist in preparation of the GSAs’ Indio Subbasin Annual Reports by Water Year for submission to the California Department of Water Resources (DWR). Said Reports are required to be submitted to DWR by April 1 of each year to satisfy SGMA requirements. An additional purpose of the Second Supplement is to retain consultants to assist in updates and revisions identified and required by DWR in the approved Alternative Plan for the Indio Subbasin to satisfy SGMA requirements; and

WHEREAS, the Partners wish to enter into this Third Supplement for the purpose of implementing and funding a joint funding agreement (JFA) with the United States Geological Survey (USGS) to study land subsidence in the Indio Subbasin for the period from 2017 to 2023;

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1:

RETENTION OF CONSULTANTS AND EXECUTION OF AGREEMENTS

- 1.1 The Partners acknowledge and agree that land subsidence is an undesirable result as defined by SGMA. Land subsidence is an indicator of sustainability that is managed through the Alternative Plan for the Indio Subbasin. The Partners acknowledge and agree that there is value in continued study of land subsidence in the Indio Subbasin.

1.1.1 The study will be performed by the USGS under a JFA with CVWD whereby USGS will complete a study and publish a report with findings (collectively, Work). USGS will study land subsidence in the Indio Subbasin for the period from 2017 to 2023.

1.1.1.1 As of the date of this Third Supplement, each Partner has had the opportunity to review and comment on the Scope of Work prepared by USGS.

1.1.1.2 Each Partner shall have the opportunity to review and comment on the draft subsidence report to be prepared by USGS.

1.1.1.3 Each Partner shall be provided an electronic copy of the final subsidence report to be prepared by USGS.

1.1.1.4 CVWD shall inform each Partner of progress on the Work and any changes to the proposed schedule.

SECTION 2:

INVOICING AND PAYMENT

- 2.1 CVWD will administer the JFA and pay invoices to USGS per the terms of the JFA. At the end of each fiscal year, CVWD will invoice each Partner for reimbursement of their cost share of the payments that have been made to USGS during that fiscal year.
- 2.2 The estimated total cost of the Work is \$283,280.00 between fiscal years 2021-2022 and 2024-2025. The estimated total cost of the Work shall not be exceeded without the prior consent of each Partner.
- 2.3 CVWD shall invoice each Partner for reimbursement according to the agreed upon cost share as follows:
- 2.3.1 CWA shall be responsible for a cost share of 16% which is \$44,190.14.
- 2.3.2 CVWD shall be responsible for a cost share of 51% which is \$143,489.57.
- 2.3.3 DWA shall be responsible for a cost share of 18% which is \$52,401.36.
- 2.3.4 IWA shall be responsible for a cost share of 15% which is \$43,198.93.
- 2.4 CVWD shall invoice each Partner for reimbursement at the end of each fiscal year for costs accrued during that fiscal year.
- 2.5 Each Partner shall pay invoices within 30 days of receipt of the invoice.

SECTION 3:

MISCELLANEOUS

- 3.1 Abbreviations, capitalized words, and phrases used in this Third Supplement shall have the same meaning as in the MOU.
- 3.2 All terms of the MOU remain unchanged, except, as supplemented herein.
- 3.3 This Third Supplement may be executed in any number of counterparts, each of which shall be deemed original, but all of which, when taken together, shall constitute one and the same instrument.
- 3.4 By signing this Agreement, the undersigned represent that they are authorized to bind their respective Partners to this Third Supplement.

IN WITNESS WHEREOF, the Partners have executed this Third Supplement to the MOU as of the day and year indicated on the first page of this Third Supplement to the MOU.

J. M. Barrett
Coachella Valley Water District

Gabriel Martin
Coachella Water Authority

Mark Krause
Desert Water Agency

Reymundo Trejo
Indio Water Authority



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorization to File a Notice of Completion for City of Coachella Water Meter Exchange Project

STAFF RECOMMENDATION:

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

DISCUSSION/ANALYSIS:

The City of Coachella and its Coachella Water Authority (CWA) is responsible for the water service to its residents and customers within its service boundary. The Utilities Department serves a population of approximately 45,000 and a service area size of approximately 53 square miles. There are approximately 8,800 (meter) connections to the system.

The existing metering system for CWA is read through an Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) system. Currently staff drives around with a receiver in their vehicle, which polls the meter register for customer usage data. The data is collected by the receiver. Once the staff is done for the day or week, the receiver data is uploaded to the financial system for billing purposes. It takes approximately one day for all of the meters to be read by two Water Operators with the current AMR and AMI system. However, there are meters and registers that have reached end of life and no longer transmit information to the receiver. Most of these meters need to be read by hand which requires a tremendous amount of time and manpower. It typically takes the current Water Staff approximately and entire week to complete the list of non-reads by reading meters by hand.

On September 8, 2021 the City of Coachella acted to award a contract for the replacement of 800 domestic consumption meters to J.C. Tuckmar, Inc., in the amount of \$78,040.00.

City Staff, in order to maximize funds and be as efficient as possible, has inspected each meter and compiled a list of exact locations, meter identification numbers, existing leaks, broken lids and boxes, and other vital tracking information. The City of Coachella Water Meter Exchange Project improved and streamlined the record management, tracking, reading, and billing process of 624 outdated or un-readable water meters located throughout the City of Coachella.

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

FISCAL IMPACT:

No Fiscal Impact. Construction was executed using \$ 85,844.00 of Funds allocated and included in the Capital Improvement Program 2021/2022 under project W-47, with an original contract amount \$ 78,040.00 plus 10% for contingencies. Contract Change Order #1 was issued and resulted in a credit in the amount \$17,168.80 for a Contract Quantity Adjustment between the Bid Quantities and the Actual Quantities Installed. The total quantity installed was reduced to the installation of 624 meters due to various reasons including but not limited to; the lack of access, damaged or leaking valves, and projected supply stock. The project was constructed within budget including all quantities, totaling \$60,871.20.

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

When Recorded, return to:

Andrea Carranza, 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 City of Coachella Water Meter Exchange Project has been completed and was accepted by the undersigned awarding authority on the date hereof. City of Coachella Water Meter Exchange Project is located within City right-of-way on various areas located within the City of Coachella.

The contractor on such work was J.C. Tuckmar, Inc., and the surety on his bond is U.S. Specialty Insurance Company located at 625 The City Drive South Suite 205, Orange, Ca. 92868.

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: March 9, 2022
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By: _____
Steven A. Hernandez

Title: Mayor

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)

Andrea Carranza, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Resolution No. 2022-25, Initiating the Formation of Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2) (“LLMD 40”); and

Resolution No. 2022-26, Declaring Intention to Form, Levy and Collect Assessments Commencing in Fiscal Year 2022/2023, preliminary approval of Engineer’s Report and Setting Time and Place for Public Hearing to Conduct Property Owner Protest Ballot Proceedings.

STAFF RECOMMENDATION:

Adopt Resolution No. 2022-25 Initiating Proceedings for the Formation of the Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2); and Directing the Preparation and Filing of an Engineer’s Report

Adopt Resolution No. 2022-26 Declaring the City’s Intention to form the Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2); to Levy and Collect Annual Assessments related thereto Commencing Fiscal Year 2022/2023, Accepting and Approving the Engineer’s Report and Assessment Diagram; to Conduct a Property Owner Protest Ballot Proceeding on the Matter of the New Assessments; and Setting a Time and Place for the Public Hearing

BACKGROUND:

The Landscaping and Lighting Act of 1972, beginning with Section 22500 of the California Streets and Highways Code, authorizes the City Council to establish a special district to pay for the costs to operate and maintain public improvements that benefit private properties. New developments are required to form the special districts in order to pay for the public improvements.

The first step in the formation process is initiating proceedings and directing preparation and filing of an Engineer’s Report. The next step is to declare the City’s intention to form the special district, to levy and collect assessments, approving the Engineer’s Report and Assessment Diagram, and declare public hearing to conduct Property Owner Protest Ballot Proceedings. The final step of the formation process is to hold a public hearing to count the ballots, declare the results of the balloting, approve the final Engineer’s Report, and to authorizes the levy and collection of assessments if no majority protest exists.

DR Horton (“Developer”) requested the formation of LLMD 40 as a requirement for the conditions of development, for Mariposa Pointe (Tract Map No.’s 32074, 32074-1 & 32074-2). The new development will consist of 155 residential properties and 10 letter lots of which 2 are storm drain retention basins. The area will include pedestrian trails, and landscaping and lighting improvements. The Tract will be generally located east of Calhoun Street, west of Van Buren Street, north of Avenue 51 and generally south of Avenue 50. The proposed LLMD 40 will be formed as a funding mechanism to fund the ongoing operation and maintenance for improvements within the Tracts.

An Engineer’s Report has been prepared, a copy of which is submitted to the City Council for review. A copy of the Engineer’s Report is also made available to the Public for review in the City’s Public Works Department.

It is purposed to schedule the public hearing and conduct the Property Owner Protest Ballot Proceedings at the regular City Council Meeting on April 27, 2022.

FISCAL IMPACT:

The proposed assessments have been prepared based upon the maintenance costs necessary and required to maintain the common areas, perimeter streetscape and drainage landscape areas within the District. Upfront costs were paid by the developer and annual maintenance cost will be funded by the assessments that will be collected on the annual tax bill.

Attachments:

Resolution No. 2022-25

Resolution No. 2022-26

Draft Engineer’s Report LLMD 40

RESOLUTION NO. 2022-25

A RESOLUTION OF THE CITY COUNCIL OF COACHELLA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FORMATION OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 40 (MARIPOSA POINTE-TRACT 32074, 32074-1 & 32074-2); AND DIRECTING THE PREPARATION AND FILING OF AN ENGINEER'S REPORT RELATED THERETO, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Coachella ("City"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 of the California Streets and Highways Code ("Act"), desires to initiate proceedings for the formation of an assessment district within the City to be known and designated as the Landscaping and Lighting Maintenance District No. 40, Mariposa Pointe-Tract 32074, 32074-1 & 32074-2 ("District"), and to establish the maximum annual assessments for the District as of fiscal year 2022/2023 to pay for the operation, maintenance, and servicing of local landscaping, drainage basin landscaping, street light power, trails, and appurtenant facilities related thereto; and

WHEREAS, pursuant to Chapter 2, Article 1 Section 22585 of the Act, proceedings for the formation of an assessment district shall be initiated by resolution and that resolution shall generally describe the proposed improvements, describe the proposed assessment district, and specify a distinctive designation for the district and order the engineer to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, the City has retained Willdan Financial Services ("Willdan") as the Assessment Engineer of Work for the purpose of assisting with the formation of the District, the establishment of assessments, and to prepare and file a report with the City Clerk concerning the formation of the District and the proposed annual levy of assessments in accordance with the Act and the provisions of the California Constitution Article XIID (the "Constitution").

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That the City proposes to form the Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe) incorporating the parcels of land within the development area known as Tract No.'s 32074, 32074-1 & 32074-2, generally located east of Calhoun Street, west of Van Buren Street, north of Avenue 51 and generally south of Avenue 50; to establish the maximum assessment for fiscal year 2022/2023 including an inflationary adjustment (assessment range formula); and to levy and collect annual assessments for the District as required for fiscal year 2022/2023 to pay for the operation, maintenance, and servicing of local landscaping and lighting improvements, and appurtenant facilities related thereto.

SECTION 3. The territory to be included within the District as described above incorporates approximately twenty-seven acres (27.56 acres) which are included and identified on the Riverside County Assessor’s Parcel Number (APN) Map as Book 779, Pages 270 through 272 and Pages 300 and 301. By reference, these maps are made part of this resolution.

SECTION 4. That the improvements for which the District is formed, may generally include at buildout, local street lighting, two (2) storm drain retention basin areas, streetscape landscaping improvements and appurtenant facilities that are maintained and serviced for the benefit of real property within the District. These local improvements to be maintained will be established in connection with development of the properties within the District, and which shall be maintained for the special benefit of those properties. The maintenance and servicing of the improvements generally include, but are not limited to, the materials, equipment, utilities, labor, and incidental expenses, including administrative expenses, required for annual operation, as well as the performance of periodic repairs and replacement activities as needed to provide for the growth, health, and beauty of the trees and landscaping within specified public right-of-ways and/or dedicated easements, the proper operation and functioning of related landscape facilities including, irrigation and drainage systems, specified fencing, and hardscapes; and the proper operation of the public street lights and street lighting system within the public rights-of-way.

SECTION 5. In accordance with Chapter 2 Article 1 Section 22586 of the Act, the City Council hereby directs the Assessment Engineer Work to prepare and file with the City Clerk an Engineer's Report concerning the formation of the District; the improvements and services connected therewith and the annual assessments that may be levied and collected commencing with the fiscal year 2022/2023, in accordance with Chapter 1 Article 4 (commencing with Section 22565) of the Act.

PASSED, APPROVED, and ADOPTED this 9th day of March 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-25 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. 2022-26

A RESOLUTION OF THE CITY COUNCIL OF COACHELLA, CALIFORNIA, DECLARING THE CITY'S INTENTION TO FORM THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 40 (MARIPOSA POINTE-TRACT 32074, 32074-1 & 32074-2); TO LEVY AND COLLECT ANNUAL ASSESSMENTS RELATED THERETO COMMENCING FISCAL YEAR 2022/2023, ACCEPTING AND APPROVING THE ENGINEER'S REPORT AND ASSESSMENT DIAGRAM; TO CONDUCT A PROPERTY OWNER PROTEST BALLOT PROCEEDING ON THE MATTER OF THE NEW ASSESSMENTS; AND SETTING A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS PURSANT TO THE PROVISIONS OF THE CALIFORNIA CONSTITUTION ARTICLE XIIIID

WHEREAS, the City Council of the City of Coachella ("City"), pursuant to provisions of the Landscaping and Lighting Act of 1972 being Part 2, Division 15 of the California Streets and Highways Code ("Act"), did by previous Resolution, initiate proceedings for the formation of an assessment district within the City to be known and designated as the Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2) ("District"), and to establish the maximum annual assessments for the District commencing fiscal year 2022/2023 to pay for the operation, maintenance, and servicing of local landscaping, street lighting, trail improvements, and appurtenant facilities related thereto; and

WHEREAS, the Assessment Engineer of Work has prepared and filed an Engineer's Report with the City Clerk in connection with the formation of the District, the establishment of the proposed maximum assessment connected therewith and the assessment for fiscal year 2022/2023 (beginning July 1, 2022 and ending June 30, 2023) with the City Clerk pursuant to Section 22623 of the Act, and said report has been presented to the City Council, and is incorporated herein by reference.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The Engineer's Report as presented, consists of the following:

The Plans and Specifications which describe the boundaries of the District and the improvements associated therewith that provide special benefits to the parcels therein.

The Method of Apportionment that details the method of calculating proportional special benefit and the annual assessment obligation for each affected parcel.

The Estimate of Improvement Costs including the calculation of the assessments and the estimated annual funding (Budget) required for the annual maintenance, servicing, and operation of the landscaping and lighting improvements and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District, establishing the proposed maximum assessment and the assessment for fiscal year 2022/2023.

The Assessment Range Formula (Annual Inflationary Adjustment) to be applied to the proposed Maximum Assessment Rate per Equivalent Benefit Unit in subsequent fiscal years. The proposed Maximum Assessments including the Assessment Range Formula shall be presented to the property owner(s) of record in a protest ballot proceeding pursuant to the California Constitution Article XIID.

A District Diagram outlining the boundaries of the District for fiscal year 2022/2023.

An Assessment Roll containing the proposed maximum assessment for fiscal year 2022/2023 for each Assessor Parcel Number within the District.

SECTION 3. The City Council hereby approves the Engineer's Report on a preliminary basis as submitted or amended by direction of this City Council, and orders said Report to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, and by reference the Engineer's Report is made part of this resolution.

SECTION 4. The City Council hereby declares its intention to form the assessment district to be known and designated as the Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2) pursuant to Chapter 2 Article 1 of the Act, and to establish said District with benefit zones pursuant to Section 22574 of the Act; and to levy and collect annual assessments against parcels of land within the District commencing with fiscal year 2022/2023 in accordance with the Act and the provisions of the California Constitution Article XIID.

The City Council further declares its intention to conduct a public hearing regarding this district formation and the proposed levy of new assessments pursuant to the provisions of the Act and the California Constitution Article XIID and thereby calls for a property owner protest balloting proceeding related thereto. The City Council finds that the public's best interest requires such action and levy of assessments.

SECTION 5. The City Council hereby finds that the territory within the proposed District as identified in the Engineer's Report consists of and includes those lots, parcels and subdivisions of land that will receive special benefits from the improvements to be provided.

SECTION 6. The proposed improvements and services for the District as identified in the Engineer's Report, include, but are not limited to, the maintenance, operation and servicing of various landscaping improvements established in connection with development of the properties within the District, and which shall be maintained for the special benefit of those properties. The maintenance and servicing of the improvements generally include, but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep these improvements in satisfactory condition as well as the collection of assessment installments for the periodic service activities, repair or rehabilitation of various improvements and facilities. The proposed local street lighting improvements include operation of lights only, not maintenance. The Engineer's Report prepared and filed with the City Clerk provides a more detailed description of the improvements and services to be provided and for which properties shall be assessed.

SECTION 7. The City Council hereby determines that to provide the improvements described in section 6 of this resolution, it is necessary to levy and collect assessments against lots and parcels within the District commencing in fiscal year 2022/2023. The Engineer's Report referred to in Section 2 of this resolution establishes the fiscal year 2022/2023 proposed maximum

assessment for the District including the annual inflationary adjustment to the maximum assessment rates.

SECTION 8. Pursuant to California Constitution Article XIID, an assessment ballot proceeding is hereby called on the matter of confirming the proposed new assessments for the District. The ballots and notices so authorized shall be distributed by first class mail to the property owners of record as of the last County equalized roll not less than 45 days prior to the public hearing, and each property owner may return the ballot by mail or in person to the City Clerk not later than the conclusion of the public hearing for this matter.

SECTION 9. The City Council hereby authorizes and directs the City Clerk or their designee to prepare and mail notice of the Public Hearing; and in the same or separate mailing, mail the property owner protest ballot(s) to the subject property owner regarding the proposed levy of assessments and the assessment range formula outlined in the Engineer's Report, for return receipt prior to the date and time of the public hearing set forth in this resolution.

SECTION 10. The City Council hereby declares its intention to conduct a Public Hearing concerning the District, the improvements, and the levy of assessments and in accordance with Section 22624 (e) and 22625 of the Act, notice is hereby given that on Wednesday, April 27, 2022 at 6.00 P.M., the City Council will hold a Public Hearing for the District and the levy and collection of assessments related, or as soon thereafter as feasible. The Public Hearing will be held in the City Council Chambers, located at 1515 Sixth Street, Coachella, at the time so fixed. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

SECTION 11. The property owner protest ballot proceeding conducted for the District shall constitute the property owner's approval or rejection of the annual levy of assessments and assessment range formula. The property owner may return the ballot by mail or in person to the City Clerk not later than the conclusion of the Public Hearing on Wednesday, April 27, 2022. After the close of the Public Hearing, pursuant to Section 4, Sub-Section 4 (e) of the California Constitution, the City shall tabulate the ballots returned to determine if majority protest exists. The ballots shall be weighted according to the proportional financial obligation of the affected property. Majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment.

Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

SECTION 12. The City Clerk or their designee is hereby authorized and directed to give notice of such Public Hearing as provided by law.

PASSED, APPROVED, and ADOPTED this 9th day of March 2022.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-26 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of March 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



CITY OF COACHELLA ENGINEER'S REPORT

Proposed Formation of Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Establishment of Annual Assessments
Commencing Fiscal Year 2022/2023

Intent Meeting: March 9, 2022
Public Hearing: April 27, 2022

CITY OF COACHELLA
54090 ENTERPRISE WAY
COACHELLA, CA 92236

PREPARED BY
WILLDAN FINANCIAL SERVICES
FEBRUARY 2022



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27368 Via Industria Suite 200
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ENGINEER'S REPORT STATEMENT

Formation of the City of Coachella Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Establishment of Annual Assessments

County of Riverside, State of California

As part of the Resolution of Intention packet presented for the consideration of the Coachella City Council this Report and the enclosed budgets, diagrams and descriptions outline the proposed improvements and assessments related to the formation of territory to be known as the City of Coachella Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2) commencing in fiscal year 2022/2023, commencing in fiscal year 2022/2023. Reference is hereby made to the Riverside County Assessor's Maps for a detailed description of the lines and dimensions of parcels subject to the proposed assessment for the newly formed District. The undersigned respectfully submits the enclosed Report as directed by the Coachella City Council.

Dated this _____ day of _____, 2022

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Coachella

By: _____
Stacey Reynolds,
Senior Project Manager

By: _____
Tyrone Peter
P.E. # C 81888

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INTRODUCTION

Pursuant to the provisions of the *Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereafter referred to as the "1972 Act"), and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (hereafter referred to as the "California Constitution"), the City Council of the City of Coachella, County of Riverside, State of California (hereafter referred to as "City"), propose to form and levy special benefit assessments for the district to be designated as:

Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

(hereafter referred to as the "District"), which encompasses approximately twenty-seven acres (27.56 acres) of land to be subdivided into one hundred fifty-five (155) residential dwellings currently identified on the Assessor's Parcel Map as Book 779, Pages 270 through 272 and Pages 300 and 301 within Tract Nos. 32074, 32074-1 and 32074-2 that will receive special benefit from the landscaping and lighting improvements installed in connection with these residential subdivisions. This Engineer's Report (hereafter referred to as "Report") has been prepared in connection with the formation of said District and the levy and collection of annual assessments related thereto commencing in fiscal year 2022/2023, as required pursuant to *Chapter 1, Article 4* of the 1972 Act.

The City Council proposes to form the District, and levy and collect annual assessments on the County tax roll to provide ongoing funding for the costs and expenses required to service and maintain landscaping and street lighting improvements and appurtenant facilities that are necessary and essential requirements for the development of the properties within the District. The improvements to be provided by the District and the assessments described herein are made pursuant to the 1972 Act and the substantive and procedural provisions of the California Constitution.

The formation of this District and the assessments described herein will provide a funding source for the continued operation and maintenance of the Landscaping and Lighting improvements that are directly associated with the development of properties within the District and for the special benefit of those properties.

The budgets and assessments described in this Report are based on the planned improvements and development requirements associated with Tract Nos. 32074, 32074-1 and 32074-2. The budgets described herein, represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to ensure proper maintenance, servicing and funding needs to support the landscaping and lighting improvements that provide special benefit to properties within the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Riverside County Assessor's Office. The Riverside County Auditor-Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

As part of this District formation, the City shall conduct a property owner protest ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the California Constitution, Article XIID Section 4. In conjunction with this ballot proceeding, the City Council will conduct a public hearing to consider public testimonies, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists (ballots shall be weighted based on the calculated proportional assessment amount for each benefiting parcel), and by resolution the City Council will confirm the results of the ballot tabulation. If majority protest exists, proceedings for the formation of the District and the levy of the proposed assessments shall be abandoned. If tabulation of the ballots indicates that majority protest does not exist for the proposed assessments and the assessment range formula presented and described herein, the City Council may approve the Report (as submitted or amended), order the formation of the District, and approve the levy and collection of assessments. In such case, the assessments for fiscal year 2022/2023 shall be submitted to the Riverside County Auditor-Controller for inclusion on the property tax roll for each parcel.

Each subsequent fiscal year, a Report shall be prepared and presented to the City Council describing any changes to the improvements, the proposed services, the annual budget and assessments for that fiscal year, and the City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the proposed levy of assessments.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the proposed improvements associated with the District. The District is being formed with a single benefit zone encompassing all properties within the territory identified as Mariposa Pointe-Tract 32074, 32074-1 & 32074-2.

Part II

Method of Apportionment: A discussion of benefits the improvements and services provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

Part III

The District Budget: An estimate of the annual costs to operate, maintain and service landscaping and lighting improvements related to the properties within the District. This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to administration expenses and the collection of appropriate fund balances to establish an initial maximum assessment to be approved by the property owners of record. The special benefit maximum assessment proposed for this District is based on an estimate of the annual maintenance and operational expenses at full build out of the improvements. The proposed assessments for the first fiscal year (2022/2023), and each subsequent year shall be based on the estimated net annual cost of operating, maintaining, and servicing the District improvements for that fiscal year. The proposed maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the initial maximum assessment

rate for the District in fiscal year 2022/2023 and shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

Part IV

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor's Parcel Maps as they existed at the time this report was prepared and includes all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount to be presented to the property owners of record in the protest ballot proceedings required pursuant to the provisions of the California Constitution. The proposed assessment amount for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the proposed initial maximum assessment rate.

PART I — PLANS AND SPECIFICATIONS

A. PROPERTIES WITHIN THE DISTRICT

Mariposa Pointe (Tract 32074, 32074-1 & 32074-2), will consist of one hundred and fifty-five (155) residential properties, and ten (10) letter lots of which two (2) are storm drain retention basins. The area will include pedestrian trails, landscaping, and lighting improvements.

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of landscaping and lighting improvements installed in connection with development of properties within the District. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the City of Coachella, generally located east of Calhoun Street, west of Van Buren Street, north of Avenue 51 and generally south of Avenue 50.

B. IMPROVEMENTS AND SERVICES

The purpose of this District is to fund the activities necessary to operate the corresponding landscaping and streetlighting improvements required of properties within the District as well as the maintenance of landscaping. The maintenance and operation of the landscaping improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep these improvements in satisfactory condition as well as the collection of assessment installments for the periodic service activities, repair or rehabilitation of various improvements and facilities. The streetlight improvements include powering of lights only, not maintenance.

Detailed maps and descriptions of the location and extent of the improvements to be maintained by the District are on file with the Public Works Division and by reference are made part of this Report. These plans and specifications may be amended or modified from time to time to reflect future property development within the District or necessary changes to the planned developments currently approved by the City. The net annual cost to provide and maintain the improvements determined to be of special benefit shall be allocated to each property in proportion to the special benefits received from those various improvements. The District improvements and services are generally described as:

LANDSCAPING IMPROVEMENTS

The landscape improvements to be funded by the District assessments may include, but are not limited to ground cover, shrubs, and plants; vines, trees; irrigation and drainage systems; masonry walls, retaining walls, or other fencing; monuments; hardscapes; concrete, gravel, or decomposed granite trails, pathways and/or access roads; and other related appurtenant facilities within the District that have been dedicated to the City for maintenance. Other Improvements including but are not limited to:

- designated parkway side-panels within the rights-of-way or easements adjacent to the streets and properties within the District, including parkways and entryways;
- various non-street landscaping and/or vegetation management areas including the storm drainage detention basin areas, trails, and any other dedicated open space or greenbelt areas within the District; and

At build-out, it is anticipated that the District's landscape improvements will generally include but not limited to approximately: eighty four thousand seven hundred and five (84,705) square feet of ground covering and shrubs including one hundred nineteen (119) irrigated drought-tolerant 24" box trees and landscaping located on Avenue 50 and Calhoun Street, two (2) storm drainage detention basin lots, a pedestrian trail, and landscape improvements at the entryways on Avenue 50 and Calhoun Street.

STREET LIGHTING IMPROVEMENTS

At build-out, it is anticipated that the District's street lighting improvements will generally include, but is not limited to approximately:

- Thirty-eight (38) street lighting poles within Tract Map Nos. 32074, 32074-1 & 32074-2 which the City will be responsible for energy expenses.

PART II — METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflect the composition of parcels within the District and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

A. CALIFORNIA CONSTITUTION

The costs to operate and maintain the District improvements are identified and allocated to properties on the special benefits conferred. The improvements provided and for which properties within the District are to be assessed are identified as local improvements and related amenities that were installed in connection with the development of the properties and/or would otherwise be required for the development of properties within the District and consistent with the provisions of the 1972 Act. The assessments and method of apportionment described herein are based on the premise that these improvements would otherwise not have been installed and maintained by the County. The improvements were installed as part of the development or planned development of the parcels within the District and the level of maintenance required for the improvements is greater than what the County would otherwise install, maintain, and fund elsewhere in the County.

Article XIII D Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIII D Section 2(i) defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIII D Section 4(a) defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

B. BENEFIT ANALYSIS

The improvements provided within the District, for which properties will be assessed have been identified as necessary, desired and/or required for the orderly development of the properties within the District to their full potential, consistent with the development plans.

SPECIAL BENEFIT

The ongoing maintenance of landscaped areas within the District will provide aesthetic benefits to the properties and are intended to provide a more pleasant environment to walk, drive, live, and work. The primary function of these improvements and related amenities is to serve as an aesthetically pleasing enhancement and open space area for the benefit of the immediate surrounding properties and development for which the improvements were constructed and installed, and/or were facilitated by the development or potential development of properties within the District. These improvements are an integral part of the physical environment associated with the parcels in the District and while these improvements may in part be visible to properties outside the District and/or occasionally accessed by the general public, if these improvements are not properly maintained, it is the parcels within the District that would be aesthetically burdened and/or impacted directly by potential environmental issues such as dust, debris, pests, water runoff, erosion, and fire hazards. Thus, the maintenance of these improvements provides advantages to the assessed properties that affect the assessed parcels in a way that is particular and distinct from their effect on other parcels and that real property in general and the public at large do not share.

Collectively these improvements, related amenities, and services which will be funded by the special benefit assessments, enhance the overall use, presentation, enjoyment, recreational access, and marketability of the properties, and ensure the long-term cost-efficiency of services that are obtained through the County provided maintenance (economy of scale).

GENERAL BENEFIT

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by the District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements have been installed as part of the development of properties within the District or are improvements that would otherwise be shared by and/or required for development of those properties. Although the improvements are largely located on the south side of Avenue 50, east side of Calhoun Street and Calle Frontera, as well as the corner of Avenida San Domingo and Calle Xavier of the development and may be visible and/or accessible to the general public, it is evident that the ongoing maintenance of these improvements are only necessary for the appearance and advantage of the properties within the District. It is

also evident that these improvements were not required nor necessarily desired by any properties or developments outside of the District boundaries.

In the absence of a special funding, these types of improvements would not have been installed by the developer per the City's conditions and the City's maintenance of these improvements would for the most part, be limited to weed abatement (fuel modification areas), rodent control, and erosion control services only. This basic or baseline level of service would typically provide for periodic servicing of the open space areas on an as-needed basis. This baseline level of service, would only provide a level of service that was necessary to ensure public safety, essential property protection and potential property damage. However, this baseline level of service results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance that can be provided through the District assessments.

In addition to this baseline level of service, it is recognized that there are indirect or incidental benefits to properties within the District as well as the general public that are associated with regular landscape maintenance services, including minimization of dust and debris, and decreased potential water runoff from the open space areas.

It is also recognized that with the regular maintenance of the improvements, the effort and cost to monitor and address these more indirect issues are reduced to isolated areas and/or less frequent servicing, and these activities generally represent less than two percent (2%) of the overall maintenance costs. Therefore, conservatively, we estimate that the costs associated with these indirect and incidental benefits (General Benefit) do not exceed five percent (5%) of the combined annual expenses for General Maintenance identified in the annual maintenance budget contained in "Part III – The District Budget" of this Report.

C. REASON FOR THE ASSESSMENT

The assessments proposed to be annually levied and collected on parcels within LLMD 40 are established to defray the costs of the maintenance, operation, and servicing of improvements, as previously identified in "Part I - Plans and Specifications" of this Report.

These identified improvements, services and activities and the associated costs to provide such improvements identified in "Part III – The District Budget" of this Report, have been carefully reviewed and proportionally allocated to the parcels that receive special benefits from those improvements and services and are inclusive of all parcels that receive special benefits which are identified in "Part V – Assessment Roll" of this Report pursuant to the provisions of the California Constitution and 1972 Act. The formulas used for calculating special benefits within the District as outlined by this Report, have been established to reflect the composition of the parcels and the improvements and services to be provided and to fairly apportion the cost of those improvements based on the special benefits to each parcel. The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the improvements to be funded by the assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits from the improvements. Furthermore, such assessments shall be used solely for the maintenance operation and servicing of the District improvements as authorized pursuant to the 1972 Act and in accordance with the California Constitution, the proportionate special benefits to each parcel shall be determined in relationship

to the entirety of the public improvement or the maintenance and operation expenses being provided and for which the property receives special benefits.

D. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development and is reliant upon the special benefit received from the improvements planned within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with Article XIIIID Section 4 of the State Constitution, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

E. EQUIVALENT BENEFIT UNITS

As previously noted in the "Part 1 – Plans and Specifications" section of this Report, at build-out, it is anticipated that the District will incorporate one hundred and fifty-five (155) Single Family Residential homes; and landscaped areas and basins which will be funded and maintained through an annual assessment.

To allocate special benefits fairly between the parcels, an Equivalent Benefit Unit (EBU) methodology is utilized for this District. The Equivalent Benefit Unit (EBU) method of assessment apportionment establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the basic unit. Based on an evaluation of the overall property development proposed within the District at build-out (100 % of the development acreage will be single family residential), for purposes of this Report, an EBU is the quantum of benefit derived from the funded improvements and services by a single-family residential parcel or unit. Thus, the "benchmark" property (the single-family residential parcel/unit) derives one (1.0) EBU of benefit. All other land uses are proportionately weighted (assigned an EBU) based on an assessment formula that equates the property's specific development and property characteristics to that of the benchmark property (single-family residential). This proportional weighting may be based on several factors that may include but are not limited to the type and status of development (land use), size of the property, development plans or restrictions, typical development densities, or other property related factors. Generally, for most assessment districts the calculation of each parcel's proportional special benefits can be reasonably determined by applying one or more of these factors. For the District, it has been determined that the key property related factors to be considered in the determination of the proportional special benefits for each parcel is limited to the property's

current or approved land use (development type); and the property's development status (developed versus undeveloped). The following outlines the land use classifications that are associated with or may be associated with the parcels in the District and the proportional Equivalent Benefit Units established for those land use classifications.

Single-Family Residential Property — is defined as a fully subdivided residential home site with or without a structure. For purposes of establishing the proportional special benefits and equivalent benefit units for other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.00 EBU per parcel.

Vacant — is defined as property that has been identified as parcels with no development but have development potential. Although it is recognized that the improvements provided within the District were primarily constructed and installed as the result of property development, it is also recognized that the majority of these improvements were constructed in part to support the overall development of properties within the District and/or Development to their full and best use, including vacant undeveloped properties. Therefore, it has been determined that parcels identified as Vacant/Undeveloped Parcels shall be assigned the pro-rata share of the build-out EBU total of 155.00 based on acreage, if the lots have not been sub-divided as indicated on tract map. The parcels in the District are slated to be fully developed by fiscal year 2022/23.

F. ASSESSMENT CALCULATIONS

The total number of Equivalent Benefit Units (EBU's) is the sum of all individual EBU's applied to parcels that receive special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBU's of all parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

G. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs. Commencing with fiscal year 2023/2024, the amount of the assessment for the District may be increased to adjust for increases in labor and material costs. This increase will be based upon the greater of three (3) percent or the annual change in the Consumer Price Index, All Urban Consumers, for the Riverside-San

Bernardino-Ontario, CA Area, as determined by the United States Department of Labor, or its successor, without conducting another mailed ballot election.

The Maximum Assessment is adjusted annually and is calculated independent of the annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

PART III — THE DISTRICT BUDGET

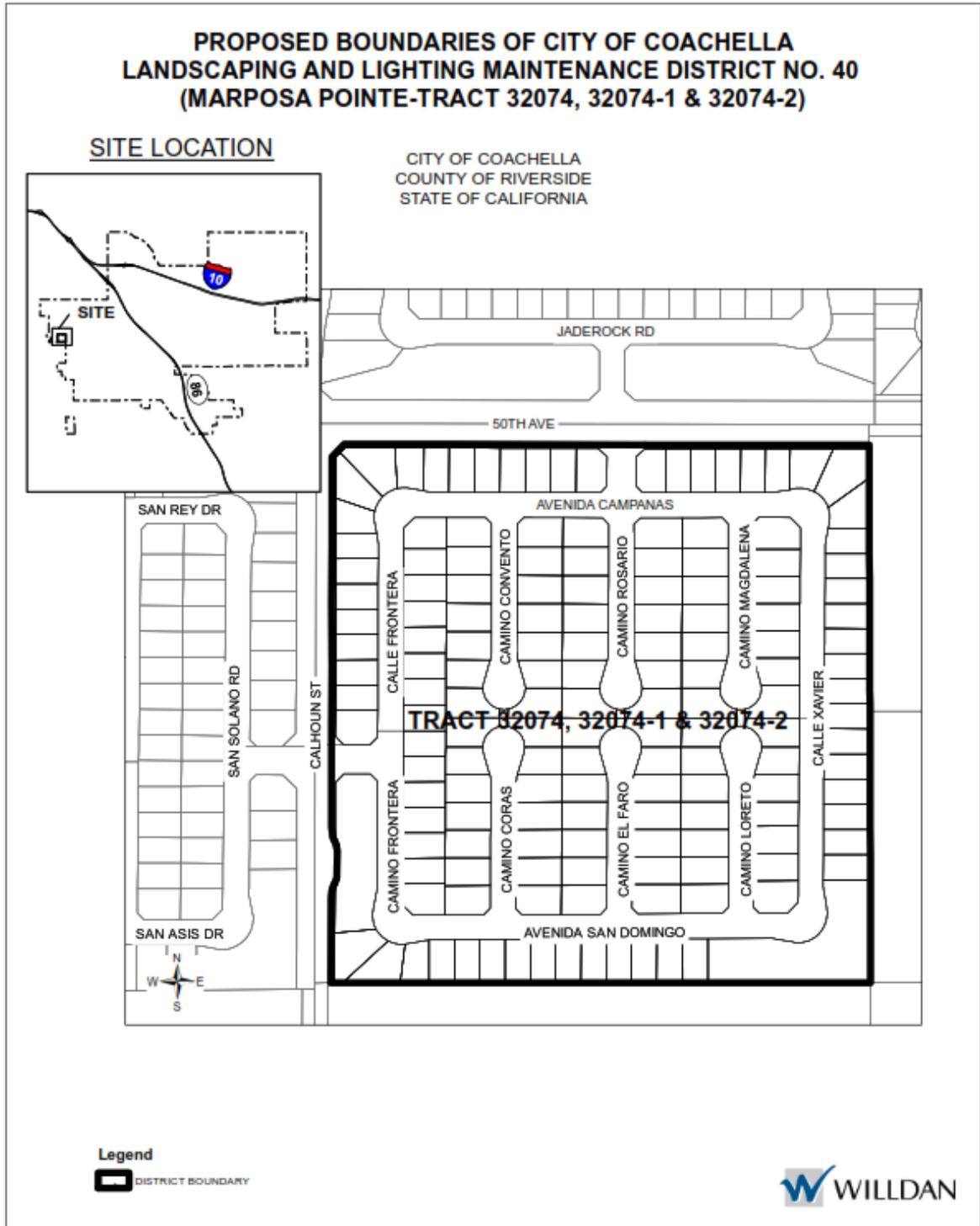
The following budget outlines the estimated annual costs to be collected and deemed necessary for the operation, maintenance, and servicing of the improvements for the District. The maximum assessment (Rate per Equivalent Benefit Unit) identified by this budget establishes the initial maximum assessment for the District in fiscal year 2022/2023. This assessment rate shall be adjusted annually by the Assessment Range Formula described in the method of apportionment and collectively this assessment rate and inflationary adjustment will be presented to the property owners of record for approval as part of the balloting process for new or increased assessments in accordance with the provisions of the California Constitution, Article XIII D.

LLMD 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Levy Component	LLMD 40 (Mariposa Pointe)
Landscape Maintenance Contract	\$24,525
Landscape Utilities	4,858
Tree Maintenance	6,664
Streetlight Utilities	4,946
Storm Drainage Maintenance	4,000
Total Direct Costs	\$44,993
Levy Administration and Professional Services	\$357
County Collection Fee	104
City Overhead and Administration	9,607
Total Administration Costs	\$10,068
TOTAL DIRECT AND ADMIN COSTS	\$55,061
Reserve Collection/(Transfer)	\$22,497
Capital Improvement Fund Collection General Area & Storm Drainage Detention Basin/(Transfer)	589
General Benefit Contribution	(2,118)
General Fund/Other Revenue (Contributions)	0
Total Collections/(Credits)	\$20,968
Balance to Levy (Budgeted)	\$76,029
Total Parcels	165
Total Parcels Levied	155
Total Equivalent Benefit Units	155.00
Assessment Rate per Benefit Unit	\$490.52
Maximum Rate per Benefit Unit (Current Fiscal Year)	\$490.52
Estimated Beginning Reserve Fund Balance	\$0
Reserve Fund Adjustments	22,497
Estimated Ending Reserve Balance	\$22,497
Estimated Beginning Capital Improvement Fund Balance	\$0
Capital Improvement Adjustments	589
Estimated Ending Capital Improvement Balance	\$589

PART IV — DISTRICT DIAGRAM

The following District Diagram identifies the area of land within the District to be designated as "Landscaping and Lighting Maintenance District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)", based on the development and improvement plans for the District, Riverside County Assessor's Maps, and Riverside County Assessor's property information as the same existed at the time this Report was prepared. The District includes the parcels located on Riverside County Assessor's Parcel Map Book 779 Page 29 and Page 30. The combination of this map and the Assessment Roll contained in Part V of this Report constitute the Assessment Diagram for the District. The maximum assessment rate, assessment range formula and the proposed assessment amount for each of the lots and parcels of land within the District, as described herein, shall be presented to the property owners of record for approval or protest in accordance with the provisions of the California Constitution.



PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is outlined in the preceding Assessment Diagram and is based on available parcel maps and property data from the Riverside County Assessor's Office at the time this Engineer's Report was prepared. A listing of the lots and parcels to be assessed within this District commencing in Fiscal Year 2022/2023, along with the assessment amount for each such lot or parcel is provided below.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council. Therefore, if a single parcel is subdivided to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

Assessor's Parcel Number	Owner	EDU	Maximum Assessment Rate	Maximum Assessment
779-270-001	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-002	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-003	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-004	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-005	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-006	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-007	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-008	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-009	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-010	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-011	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-012	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-013	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-014	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-015	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-016	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-017	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-018	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-019	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-270-020	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-271-001	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-002	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-003	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-004	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52

Landscaping and Lighting Maintenance
 District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Assessor's Parcel Number	Owner	EDU	Maximum Assessment Rate	Maximum Assessment
779-271-005	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-006	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-007	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-008	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-009	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-010	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-011	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-012	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-013	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-014	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-015	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-016	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-017	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-018	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-019	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-020	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-021	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-022	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-023	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-024	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-025	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-026	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-027	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-028	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-029	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-030	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-031	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-032	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-033	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-034	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-035	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-036	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-037	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-271-038	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-271-039	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-040	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-041	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-042	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-043	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-044	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52



Landscaping and Lighting Maintenance
 District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Assessor's Parcel Number	Owner	EDU	Maximum Assessment Rate	Maximum Assessment
779-271-045	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-046	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-047	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-048	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-049	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-050	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-051	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-271-052	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-272-001	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-002	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-003	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-004	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-005	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-006	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-007	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-008	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-009	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-010	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-011	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-012	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-013	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-014	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-015	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-016	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-272-017	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-300-001	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-002	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-003	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-004	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-005	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-006	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-007	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-008	THE COACHELLA VALLEY HOUSING COALITION	1.00	\$490.52	\$490.52
779-300-009	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-300-010	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-011	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-012	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-013	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-014	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-015	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00

Landscaping and Lighting Maintenance
 District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Assessor's Parcel Number	Owner	EDU	Maximum Assessment Rate	Maximum Assessment
779-300-016	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-017	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-018	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-019	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-020	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-021	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-022	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-023	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-024	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-025	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-026	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-027	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-028	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-029	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-030	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-031	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-032	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-033	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-034	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-035	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-036	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-037	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-038	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-039	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-040	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-041	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-042	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-043	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-044	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-045	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-046	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-047	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-048	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-049	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-050	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-300-051	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-300-052	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-301-001	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-002	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-003	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52

Landscaping and Lighting Maintenance
 District No. 40 (Mariposa Pointe-Tract 32074, 32074-1 & 32074-2)

Assessor's Parcel Number	Owner	EDU	Maximum Assessment Rate	Maximum Assessment
779-301-004	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-005	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-006	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-007	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-008	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-009	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-010	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-011	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-012	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-013	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-014	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-015	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-016	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-017	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-018	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-019	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-020	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-021	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-022	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	1.00	\$490.52	\$490.52
779-301-023	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00
779-301-024	D.R. HORTON LOS ANGELES HOLDING COMPANY, INC	0.00	\$0.00	\$0.00



STAFF REPORT
3/9/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize purchase of a new Haaker Equipment Vactor Model 2112 for the Coachella Sanitary District.

STAFF RECOMMENDATION:

Authorize purchase of a new Haaker Equipment Vactor Model 2112 for the Coachella Sanitary District for \$484,657.99 and authorize the City Manager to sign the Purchase Agreement Proposal.

EXECUTIVE SUMMARY:

The Coachella Sanitation District has a 2000 Vactor Serling jetter unit. This unit is over twenty years old and is not effectively serving the maintenance needs of the District.

The total cost to purchase the recommended Haaker Equipment Vactor Model 2112 is \$484,657.99. Staff has identified the Haaker Model 2112 unit as a unit that will meet the maintenance service needs not currently being met by the 2000 Vactor Sterling. Direct purchase of this unit will provide a more competitive purchase price than the originally planned for financing option and this unit is in stock and can be delivered to the Coachella Sanitation District within 30-60 days of award.

The vactor unit recommended for award, Haaker Equipment Vactor Model 2112, was the awarded bidder for the completed formal bid process by Sourcewell Cooperative Purchased Agreement Contract #101221-VTR. Staff is requesting authorization to piggyback on this award and execute the attached Purchase Agreement Proposal with Haaker Equipment Company.

FISCAL IMPACT:

The fiscal year 2021/2022 approved budget identified an appropriation of \$190,000 towards the purchase of a new jetter unit for the District representing planned financing payments over a two – three year period. After reviewing financing options available to the District, the optimal capital structure for this item is to internally finance the purchase of the jetter unit through an inter fund advance from fund 360 - sewer connection fees to fund 361 - sewer operations. This advance will be accounted for at an effective annual rate of 2.5% to be repaid in two additional annual installments. This will allow the District to utilize available cash balances to fund the purchase saving on finance charges that exceed the District's investment returns.

Attachment:

Proposal Purchase Agreement from Haaker Equipment Company

HAAKER

Item 20.

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com



PROPOSAL January 10, 2022

TO: COACHELLA SANITARY DISTRICT **ATTN:** Mr. Cesar Talamantes
Avenue 54 760-501-8100
Coachella, CA 92236 Email: ctalamantes@coachella.org

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the [Sourcewell Cooperative Purchasing Agreement - Contract #101221-VTR.](#)

ONE (1) NEW VACTOR 2112 (75785)

12-Cubic Yard Capacity with Roots 16" Positive Displacement Blower, 1500 Gallons of Water, Mounted on a 2021 Peterbilt 567, 370 HP, 6x4 Chassis with Allison Automatic Transmission. Equipped with all Standard/Optional Equipment listed:

Standard Items Included:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hour meter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control manual valve

- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter

- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge

Optional Equipment Included

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- Boom out of Position Light/Alarm
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 1000') Capacity
- Module Paint, Dupont Imron Elite
- Debris Body Flush Out System
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Pump off Ports Only
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 7" Pipe
- Folding Pipe Rack, Streetside, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes

- Automatic Hose Level Wind Guide, Indexing
- High Pressured Hose Reel
- Rodder Pump Drain Valves
- Hand Light w/Bumper Plug
- LED Mid-Ship Turn Signals
- Debris Body-Up Alarm
- Worklights (2), LED, 10 x 15 RDB
- Worklights (2), LED, Rear Door
- Worklights, LED, Operators Station
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Sub frame, 18w x 24h x 24d
- (4) Long Handle Tool Storage behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- Debris Body Level Indicator
- Door Stripe Material, Reflective Tape
- (1) 6" Quick Clamp Assembly
- Extended Factory Warranty
- Vactor Standard Manual and USB Version
- Vacuum Pipe Weldment, 7" X 90"

Sourcewell Unit Price:	\$ 455,573.00
Sourcewell Discount:	(\$ 9,916.00)
Subtotal:	\$ 445,657.00
Sales Tax (8.75%)	\$ 38,994.99
TOTAL UNIT PRICE, FOB: COACHELLA, CA:	\$ 484,657.99

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 45 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 15-30 Days **TERMS:** Net 30 or approved lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: George Lopez **DATE:** _____
GEORGE LOPEZ