



AGENDA

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

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

September 14, 2022

5:00 PM Closed Session

6:00 PM Regular Meeting

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

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

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

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

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

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-77 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 763-412-040
City Negotiator: City Manager and City Attorney
Under Negotiation: Price and Terms

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

3. Overview of AB617 Air Quality Improvement Program for Eastern Coachella Valley (ECV)
4. Fiscal Year 2023/24 CDBG Program Overview

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.)

5. Regular Meeting Minutes of July 27, 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.

- [6.](#) Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 and FY 2022-23 Expenditures as of September 14, 2022, \$8,843,549.95.
- [7.](#) Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34, Villa Verde Apartments, Annexed to Said District (*Second Reading*)
- [8.](#) Ordinance No. 1198 (Change of Zone No. 22-02) to change the zoning designation of the 7.8-acre vacant site (APN 763-400-016 and 763-400-017) from “Heavy Industrial” to “Urban Employment Center” located near the southwest corner of Avenue 52 and Industrial Way. City-Initiated. (*Second Reading*)
- [9.](#) Resolution No. 2022-35, Development Impact Fee Deferral Agreement for Coachella Lakes RV Resort
- [10.](#) Approve Resolution No. 2022-82 setting a Penalty and Penalty Interest Rate for Delinquent or Deficient Transactions that do not currently have a specified Penalty and/or Penalty Interest Rate
- [11.](#) Resolution No. 2022-84 entering into a Professional Service Agreement for a Utility Manpower Study with Raftelis.
- [12.](#) Investment Report – July 2022
- [13.](#) Investment Report – June 2022
- [14.](#) Contract Amendment No. 1 with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130
- [15.](#) Authorization to file a Notice of Completion for City Project ST-123, Grapefruit Boulevard Urban Greening and Connectivity Project.
- [16.](#) Authorization to file a Notice of Completion for Street Pavement Rehabilitation Phase 17, City Project ST-105 (Las Plumas & Valencia Neighborhood Slurry and Striping Improvements)
- [17.](#) Sponsorship of Run With Los Muertos Event:
 1. Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2022 Run With Los Muertos Event; and
 2. Approval for operation of a beer garden by Raices Culturas on November 5, 2022 in Downton Sixth Street from 3:00 p.m. to Midnight.
- [18.](#) Award Maintenance Services Agreement to US National Corp for Painting Maintenance Services for City Facilities Project No. 052522.
- [19.](#) Standard Irrigation Installation Agreement for DR Horton Tract 32074 for Irrigation Lateral Relocation.
- [20.](#) Authorize the Executive Director (City Manager) to sign the First Supplement to the Memorandum of Understanding regarding collaboration on the Coachella Valley Salt Nutrient Management Plan with a cost share amount of \$199,062.79

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

21. Resolution No. 2022-85 A Resolution of the City Council of the City of Coachella, California, declaring the second Monday in October as Indigenous Peoples' Day Holiday; encouraging other institutions to recognize the day; and reaffirming the City Council's commitment to promote the well-being and growth of The Coachella Valley's Indigenous Community.
22. Resolution No. 2022-86 Authorizing the Purchase and Implementation of a new Enterprise Resource Planning System.
23. Resolution No. 2022-87, to transfer Fire Engine 279 to Riverside County under the current Fire Engine Use Agreement.
24. Adoption of Resolution No. WA-2022-05 Adopting Level 2 Demand Reduction Actions As Outlined In The Authority's Water Shortage Contingency Plan, And As Required By The State Water Resources Control Board's Drought Emergency Rulemaking
25. Construction Contract with Petrochem Materials Innovation, LLC (PMI) in the amount of \$376,269.28 plus 20% contingency for the Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105.
26. Construction Contract with Three Peaks Corp in the amount of \$624,310.21 and an amount of \$62,431 for contingency for the construction of the Bagdouma Court Improvements– City Project P-21, CDBG Project No. 4.CO.24-20.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2022-77 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-77 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. 2022-77

RESOLUTION NO. 2022-77

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 14th day of September 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. 2022-77 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of September 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 CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

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

July 27, 2022

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:04 p.m. by Mayor Hernandez.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado (*arrived at 5:10 p.m.*), Councilmember Galarza (*arrived at 5:17 p.m.*), Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Clerk Zepeda (*arrived at 8:03 p.m.*)

Absent: City Treasurer Aviles.

It was announced that Councilmembers Delgado and Galarza will be arriving late.

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. 2022-76 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Gonzalez

Seconded by: Mayor Hernandez

Approved: 3-0, by a unanimous voice vote

APPROVAL OF AGENDA:

There were no modifications to the agenda.

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

Made by: Mayor Pro Tem Gonzalez
Seconded by: Councilmember Beaman Jacinto
Approved: 3-0, by a unanimous voice vote

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:06 p.m. to discuss the following item:

(Councilmember Delgado arrived at 5:10 p.m., and Councilmember Galarza arrived at 5:17 p.m. during Closed Session.)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 763-412-040
City Negotiator: City Manager and City Attorney
Under Negotiation: Price and Terms

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

The City Council reconvened into open session at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Martin led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

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

PROCLAMATIONS/PRESENTATIONS:

3. Blue Zones Assessment Presentation from the Riverside University Health System
4. Congratulating Borrego Health on the Opening of Their New Coachella Valley Community Health Center in Coachella
5. Presentation on Coronavirus (COVID-19) Response Efforts

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

6. Regular Meeting Minutes of July 13, 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.
7. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 and 2022-23 Expenditures as of July 27, 2022, \$2,206,669.66.
8. Ordinance No. 1195 (Zoning Ordinance Amendment No. 22-03) Cannabis Business Streamline Code Amendments to amend Coachella Municipal Code Title 5 and 17 regarding cannabis business zoning and operation in the City. City-Initiated (*Second Reading*).
9. Quarterly Reports - Fourth Quarter FY 2021-2022

Motion: To approve per staff recommendation, Consent Calendar Items 6 through 9.

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):

10. Annual Budget and Organizational Structure for Fiscal Year 2022-23:
 - a) Resolution No. 2022-47, a Resolution of the City Council of the City of Coachella, California
 - b) Resolution No. WA-2022-04, a Resolution of the Board of Directors of the Coachella Water Authority
 - c) Resolution No. SD-2022-03, a Resolution of the Board of Directors of the Coachella Sanitary District
 - d) Resolution No. FD-2022-03, a Resolution of the Board of Directors of the Coachella Fire Protection District
 - e) Resolution No. CBL-2022-02, a Resolution of the Board of Directors of the Coachella Educational and Governmental Access Cable Channel Corporation

Motion: To approve per staff recommendation

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.

11. Resolution No. 2022-80, City Council hereby designates and authorizes Coachella City Staff to the use of the American Rescue Plan Act (ARPA) State and Local Recovery Fund (SLFRF) for the Coachella Universal Basic Income (UBI) Program and Appropriation of funding; and

Directs City staff to fully execute of the agreement for administration and distribution of ARPA funds through the Mission Asset Fund (MAF) to eligible and limited to low- or moderate- income households living within the jurisdictional boundaries of the City; and

Appropriates \$1,008,000.00 in ARPA funding to the Coachella UBI Program and distributed according to the Agreement for Administration and Distribution of ARPA Funds through the Mission Asset Fund.

Motion: To approve per staff recommendation

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

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

12. Resolution No. 2022-81 approving an Agreement for Exchange of Real Property and Joint Escrow Instructions between the City of Coachella and Imperial Irrigation District to convey fee title of an approximately 3.37-acre electrical substation site located at 86-351 Avenue 52 (APN: 763-131-002) and convey a 30-foot public utility right-of-way over an abutting parcel (APN: 763-131-001), in exchange for an approximately 1.73-acre vacant parcel of land located at the southwest corner of 9th Street and Shady Lane (APN: 778-120-001).

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
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):

13. Community Facilities District (CFD No. 2005-01) Annexation 34 – Villa Verde Apartments (*Continued from July 13, 2022*)

- a) Resolution No. 2022-69 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 34) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).
- b) Resolution No. 2022-70 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 34 (Villa Verde Apartment project – APN 768-250-002 and 768-300-001).
- c) Resolution No. 2022-71 Canvassing the Results of the Election Held Within CFD No. 2005-01 (Area No. 34), with ballot in favor received.
- d) Introduce Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to Said District (*First Reading*)

Mayor Hernandez re-opened the Public Hearing for Item 13 at 7:15 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 13 at 7:16 p.m.

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

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.

14. Resolution No. 2022-74 approving the Fourth Amendment to the Integrated Solid Waste Management Services, between Burrtec Waste and Recycling Services LLC and the City of Coachella, and adopting rates for solid waste collection services.

Mayor Hernandez opened the Public Hearing for Item 14

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 14 at 7:38 p.m.

(Continued)

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

15. Resolution No. 2022-75 authorizing the collection of residential solid waste rates for fiscal year 2022/2023 through the County of Riverside Tax Roll, at the same time and manner as general taxes.

Mayor Hernandez opened the Public Hearing for Item 15 at 7:40 p.m.

Public Comment: Written communication dated June 20, 2022 was received from Eleuteria Paniagua and forwarded to the City Council

Mayor Hernandez closed the Public Hearing for Item 15 at 7:40 p.m.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Gonzalez

Seconded by: Councilmember Galarza

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

16. Urban Employment Center General Plan Amendment:

- a) Resolution No. 2022-78, Addendum to the Coachella General Plan Update EIR; and
- b) General Plan Amendment No. 22-01 to change the land use designation of an existing 7.8-acre vacant site from “Industrial District” to “Urban Employment Center” located near the southwest corner of Avenue 52 and Industrial Way.
- c) Ordinance No. 1198 Change of Zone No. 22-02 to change the zoning designation of the 7.8-acre vacant site from “Heavy Industrial” to “Urban Employment Center” located near the southwest corner of Avenue 52 and Industrial Way. City-Initiated. (*First Reading*)

(Continued)

(Item 16, Resolution No. 2022-78 and Ordinance No. 1198, first reading – continued from previous page.)

Mayor Hernandez opened the Public Hearing for Item 16 at 7:49 p.m.

(City Clerk Zepeda joined the meeting at 8:04 p.m.)

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 16 at 8:04 p.m.

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

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

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

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

(Councilmember Galarza left the dais at 8:08 p.m.)

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

1. *Saying he was representing the Senior Center members, the speaker did not state his name.*

(Councilmember Galarza returned to the dais at 8:11 p.m.)

2. Corina Velasquez

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

(Councilmember Beaman Jacinto recused herself from this item and left the meeting at 8:11 p.m.)

17. Rancho Escondido Event Venue:

Resolution No. 2022-79 approving Entertainment Permit No. 22-02 for the Rancho Escondido Event Venue, an outdoor entertainment venue located on an 8.6-acre site at 85321 Avenue 44 (APN# 696-520-014). Applicant: Leonel Lopez and Margarita Lopez.

Staff is recommending we add an additional condition: “The Agua Caliente Band of Cahuilla Indians Tribal Historic Preservation Offices shall be contacted prior to any future ground disturbing activities including on-site driveway improvements.”

(Continued)

(Item 17, Resolution No. 2022-79, continued from previous page.)

Mayor Hernandez opened the Public Hearing for Item 17 at 8:19 p.m.

- Public Comment:
- Written communication dated July 14, 2022, was received from Paul Ryan with Fantasy Springs Resort Casino
 - Maggie Lopez, applicant
 - Deborah Schuster
 - Familia Jaminez
 - Erick Kilbo

Mayor Hernandez closed the Public Hearing for Item 17 at 8:27 p.m.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Galarza

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

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

18. Resolution No. SD-2022-04 Authorizing the Collection of Residential Sanitary Sewer Rates for Fiscal Year 2022/2023 Through the County of Riverside Tax Roll

Mayor Hernandez opened the Public Hearing for Item 18 at 8:37 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 18 at 8:38 p.m.

Motion: To approve per staff recommendation

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Gonzalez

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

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

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Beaman Jacinto.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 7). There were no further comments at this time.

REPORTS AND REQUESTS:


Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:55 p.m.

Respectfully submitted,



Andrea J. Carranza, MMC
Deputy City Clerk

apChkLst
08/03/2022 9:49:11AM

Check List
City of Coachella

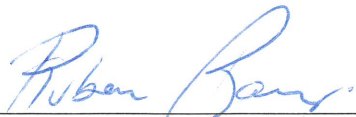
Bank : ewfb EFT FOR WELLS FARGO BANK -!

<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>
803	7/27/2022	54776	WILMINGTON TRUST N. A.	July2022	7/1/2022 CWA WATER REV REFUNDIN	222,766.44	222,766.44
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							222,766.44

1 checks in this report.

Grand Total All Checks: 222,766.44

Date: July 27, 2022



Finance Director: Nathan Statham

apChkLst
08/03/2022 9:59:13AM

Check List
City of Coachella

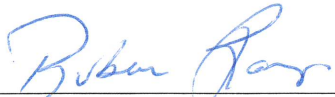
Bank : ewfb EFT FOR WELLS FARGO BANK -!

<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>
804	7/27/2022	54777	WILMINGTON TRUST N. A.	July2022	7/1/2022 CWA WATER REV REFUNDIN	567,358.46	567,358.46
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							567,358.46

1 checks in this report.

Grand Total All Checks: 567,358.46

Date: July 27, 2022



Finance Director: Nathan Statham

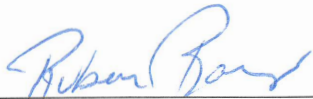
Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
805	8/1/2022	51949	THE H.N. & FRANCES C. BER(69	8/1/2022	AUG2022- CIVIC CENTER LO/	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: August 1, 2022



Finance Director: Nathan Statham

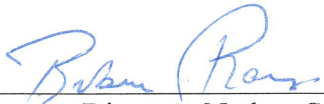
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114181	8/3/2022	54761	ANDRADE, ALEJANDRO	Ref000227982	8/1/2022	UB Refund Cst #00027887	44.97	44.97
114182	8/3/2022	54763	BELTRAN, JONATHAN	Ref000227984	8/1/2022	UB Refund Cst #00052132	20.24	20.24
114183	8/3/2022	54762	CLOSNER, KENNY	Ref000227983	8/1/2022	UB Refund Cst #00051316	29.60	29.60
114184	8/3/2022	54764	JASSO, DULCE	Ref000227985	8/1/2022	UB Refund Cst #00053676	100.00	100.00
114185	8/3/2022	54765	JONES BROS CONSTRUCTIO	Ref000227986	8/1/2022	UB Refund Cst #00054054	953.36	953.36
114186	8/3/2022	54760	LOPEZ, LEO	Ref000227981	8/1/2022	UB Refund Cst #00001374	77.92	77.92
114187	8/3/2022	54766	PULTE GROUP INC	Ref000227987	8/1/2022	UB Refund Cst #00054173	55.56	55.56
114188	8/3/2022	54767	PULTE GROUP INC	Ref000227988	8/1/2022	UB Refund Cst #00054174	50.86	50.86
114189	8/3/2022	54768	PULTE GROUP INC	Ref000227989	8/1/2022	UB Refund Cst #00054175	47.65	47.65
114190	8/3/2022	54769	PULTE GROUP INC	Ref000227990	8/1/2022	UB Refund Cst #00054198	4.83	4.83
114191	8/3/2022	54770	YEGHIKYAN, SARGIS	Ref000227991	8/1/2022	UB Refund Cst #00054284	97.20	97.20
Sub total for WELLS FARGO BANK:								1,482.19

11 checks in this report.

Grand Total All Checks: 1,482.19

Date: August 3, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
806	8/3/2022	45929	BECK OIL, INC.	54993CL	6/30/2022	PE6/30 SANITARY DEPT FUEL	2,915.76	
				54949CL	6/30/2022	PE6/30 STREETS DEPT FUEL	1,225.70	
				54951CL	6/30/2022	PE6/30 WATER DEPT FUEL	1,084.30	
				54954CL	6/30/2022	PE6/30 PARKS DEPT FUEL	692.65	
				54971CL	6/30/2022	PE6/30 VEHICLE MAINT DEPT	530.48	
				54981CL	6/30/2022	PE6/30 CODE ENF DEPT FUE	494.14	
				54999CL	6/30/2022	PE6/30 BLDG MAINT DEPT FL	270.96	
				54945CL	6/30/2022	PE6/30 LLMDEPT FUEL	267.87	
				54972CL	6/30/2022	PE6/30 SENIOR CNTR FUEL	262.03	
				55000CL	6/30/2022	PE6/30 ADMIN DEPT FUEL	101.71	
				54943CL	6/30/2022	PE6/30 ENG DEPT FUEL	94.64	7,940.24
807	8/3/2022	43672	DESERT VALLEY SERVICES INC	575469	6/30/2022	TOILET TISSUE & STONE CL	287.26	287.26
808	8/3/2022	02152	ENVIRONMENTAL RESOURCE	011719	6/22/2022	MINERALS, WP QR	239.24	239.24
809	8/3/2022	00207	GRAINGER INC	9363782526	6/30/2022	CEILING TILE	1,384.61	
				9360806583	6/28/2022	PHOTOCONTROL & HPS BUL	743.85	
				9362287741	6/29/2022	PHOTOCONTROL	594.29	2,722.75
810	8/3/2022	51892	HERC RENTALS, INC.	32985958-001	7/6/2022	6/29-7/5 CART UTV RNTLS	1,336.85	
				32979802-001	6/27/2022	6/27 SOD CUTTER RNTL	90.90	1,427.75
811	8/3/2022	00996	HOME DEPOT	7013245	6/29/2022	EVERBILT 10X10 CANOPY, TL	1,000.38	
				3012612	6/23/2022	RYOBI ONE BUCKETTOP MIS	641.56	
				6013348	6/30/2022	20" FLOOR FAN, ETC	166.80	1,808.74
812	8/3/2022	53736	RG2 MANAGEMENT LLC	3137	7/6/2022	WE 7/3: S. VALENZUELA	1,582.88	
				3114	6/7/2022	WE 6/5+12: P. TORRES	1,296.00	
				3132	6/29/2022	WE 6/26: S. VALENZUELA	1,039.50	
				3109	6/1/2022	WE 5/29: P. TORRES	1,008.00	
				3138	7/6/2022	WE 7/3: F. HERNANDEZ	768.00	
				3133	6/29/2022	WE 6/26: F. HERNANDEZ	576.00	
				3090	5/24/2022	WE 5/22: P. TORRES	252.00	6,522.38

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
813	8/3/2022	50629	VINTAGE ASSOCIATES, INC	225066	6/15/2022	JUNE2022 LNDSCPE MAINT @	10,750.00	
				225072	6/15/2022	JUNE2022 LNDSCPE MAINT @	8,775.00	
				225067	6/15/2022	JUNE2022 LNDSCPE MAINT @	4,950.00	
				225073	6/15/2022	JUNE2022 LNDSCPE MAINT @	4,900.00	
				225070	6/15/2022	JUNE2022 LNDSCPE MAINT @	4,100.00	
				225225	6/13/2022	INSTLL'D PLANTS ON 6TH ST	2,176.00	
				225290	6/21/2022	INSTLL'D 36" BOX TREES @ F	654.00	
				225291	6/21/2022	INSTLL'D 24" BOX TREES @ S	534.00	
814	8/3/2022	53596	XTREME HEATING AND AIR	2289	6/27/2022	TRBLSHT/SVC A/C UNITS @ C	232.00	36,839.00 232.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							58,019.36	

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114192	8/3/2022	53760	ACCURATE OVERHEAD DOOF140695	7/1/2022	6/21 TRBLSHT/RPR'D DOOR (945.00	945.00
114193	8/3/2022	01355	AMERICAN PROMOTIONAL E\Deposit	7/25/2022	2022 FIREWORKS BOOTH CL	800.00	800.00
114194	8/3/2022	42837	ARAMARK UNIFORM SERVICE24544603	5/3/2022	SS DRITECH TWILL SHIRT, E'	144.52	144.52
114195	8/3/2022	01109	BSN SPORTS LLC 917478717	6/30/2022	4" CLASSIC ALUMAGOAL, TR,	5,453.74	5,453.74
114196	8/3/2022	44905	C.S. LEGACY CONSTRUCTION13	5/26/2022	PE5/31 GRAPEFRUIT URBAN	52,648.28	52,648.28
114197	8/3/2022	46356	C.V. CONSERVATION COMMISJune2022	7/19/2022	JUNE2022 LDMF MULTI-SPEC	62,370.00	62,370.00
114198	8/3/2022	53220	COACHELLA ACE HARDWARE3774/1	6/2/2022	20V MAX BATT/CHRG KT, HAI	283.79	
			3511/1	4/2/2022	70QT BLUE COOLER	173.98	
			3844/1	6/17/2022	FOAM ROLLER, PAINTERS TA	92.30	
			3501/1	4/1/2022	CENTER CUT PLIER, ETC	77.18	
			3891/1	6/28/2022	DEWALT FLIP BIN ORGANIZE	72.84	
			3538/1	4/7/2022	BALLAST ELEC & CONNECTC	66.31	
			3639/1	5/5/2022	ELEC TAPE 3/4" BLK, ETC	47.82	
			3811/1	6/9/2022	UPPERHAND FISH TAPE	39.14	
			3843/1	6/17/2022	CORD REPL, WIRE CONN, BI'	38.74	
			3853/1	6/18/2022	NOZZLE GUN & NITRILE GLO	23.90	
			3716/1	5/23/2022	WRECKING BAR	21.74	
			3799/1	6/7/2022	MISC FASTENERS	21.23	
			3733/1	5/25/2022	FCT HNDL PFISTER	18.47	
			3793/1	6/6/2022	O-RINGS	13.84	
			3724/1	5/24/2022	GREASE FAUCET & VALV & O	6.69	
			3864/1	6/21/2022	MISC FASTENERS	4.34	
			3735/1	5/25/2022	MISC FASTENERS & SEEDS	3.98	
			3792/1	6/6/2022	MISC FASTENERS	3.22	
			3736/1	5/25/2022	SEEDS	-1.10	1,008.41
114199	8/3/2022	54137	CONSERVE LANDCARE LLC 108763	6/30/2022	JUNE2022 LNDSCPE MAINT (43,000.00	
			108753	6/30/2022	6/20 LNDSCPE ENHANCEMEN	1,844.00	
			108732	6/30/2022	6/22 LNDSCPE ENHANCEMEN	588.30	
			108746	6/30/2022	6/15 RMV'D TREE @ DIST 16	551.20	
			108758	6/30/2022	6/3 RPR'D IRRGTN @ DIST 28	301.85	
			108757	6/30/2022	6/3 RPR'D IRRGTN @ DIST 30	276.32	
			108754	6/30/2022	6/3 RPR'D IRRGTN @ DIST 27	242.05	46,803.72
114200	8/3/2022	01924	CONSOLIDATED ELECTRICAL3298-1012750	6/15/2022	GEL & MISC CTC LED	199.83	
			3298-1012751	6/22/2022	3/4 CONDUIT CLAMP	162.39	362.22

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114201	8/3/2022	52375	CORE & MAIN LP	R086330	6/22/2022	FLG RW DI GV OL ON	4,032.37	
				R087178	6/22/2022	FH14 CF HYDRANT MTR STD	3,089.39	7,121.76
114202	8/3/2022	09650	CVAG	CV23005-22	7/15/2022	ATP- ARTS & MUSIC LINE PJC	31,580.36	31,580.36
114203	8/3/2022	13300	DESERT FIRE EXTINGUISHER	12461888	6/28/2022	6/21 FIRE EXTINGUISHER SV	1,406.62	1,406.62
114204	8/3/2022	53007	DESERT PROMOTIONAL &	86746	6/30/2022	22OZ STAINLESS STEEL BOT	1,624.73	
				86590	6/22/2022	22OZ STAINLESS STEEL BOT	1,083.15	
				86724	6/29/2022	TRUCKER CAPS W/ EMBROI	365.40	
				86600	6/22/2022	TRUCKER CAPS W/ EMBROI	182.70	3,255.98
114205	8/3/2022	48672	DESERT RECREATION DISTRI	3252	6/30/2022	2022 SWIM PASSES @ BAGD	3,000.00	3,000.00
114206	8/3/2022	14860	E. K. WOOD LUMBER COMPAI	504470	6/9/2022	GRN MARK PAINT	43.06	43.06
114207	8/3/2022	44713	FARMER BROTHERS CO.	95671697	6/22/2022	COFFEE, HOT CUPS, ETC	670.42	
				95671485	5/25/2022	HOT CUPS & LIDS	243.98	
				95671107	3/14/2022	DELIVERY FEE	25.00	939.40
114208	8/3/2022	51494	GARDA CL WEST, INC.	20533054	6/30/2022	JUNE2022 EXCESS LIABILITY	586.36	
				20533064	6/30/2022	JUNE2022 EXCESS LIABILITY	309.88	896.24
114209	8/3/2022	01864	HAAKER EQUIPMENT COMPAC	C1A01E	6/27/2022	FINAL FILTER DOOR	359.50	359.50
114210	8/3/2022	54759	HERNANDEZ, ALYSSA	Deposit	7/13/2022	DEPOSIT REFUND- LIBRARY	300.00	300.00
114211	8/3/2022	45108	IMPERIAL SPRINKLER SUPPL	5131057-00	6/30/2022	SVC'D/RPR'D ITS PUMP	507.19	
				5172516-00	6/22/2022	RED MARKING PAINT, PROLI	338.37	
				5174640-00	6/23/2022	RAINBIRD 2" PLASTIC INLINE	295.97	
				5176766-00	6/24/2022	RAINBIRD 6" POP-UP BODY, I	295.70	
				5182565-00	6/29/2022	RAINBIRD 1" PLASTIC INLINE	239.90	
				5183086-00	6/29/2022	RAINBIRD 1" PLASTIC INLINE	234.52	
				5184776-00	6/30/2022	JUMBO VALVE BOX & CABLE	136.95	
				5173285-00	6/22/2022	3/4" BRASS BALL VALVE, SCH	85.47	
				5173562-00	6/22/2022	DRIPNETA MALE ADPTR	1.37	2,135.44
114212	8/3/2022	43580	KEEP IT COOL WINDOW TINT	5413	2/16/2022	WINDOW TINTING @ LIBRAR	1,824.00	
				5410	2/16/2022	WINDOW TINTING @ LIBRAR	1,094.00	2,918.00
114213	8/3/2022	01948	KIMBALL MIDWEST	100049796	6/22/2022	MINI FUSE, GALV HHC, ETC	183.02	183.02
114214	8/3/2022	24600	LOPES HARDWARE	010611	6/21/2022	DUST & PAN, AA BATTERIES,	316.80	316.80
114215	8/3/2022	48220	MARTINEZ, MARITZA	Expns	7/14/2022	6/30 ICE CREAM FOR STAFF	102.22	102.22

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114216	8/3/2022	47192	O'REILLY AUTO PARTS	2855-454436	6/22/2022	ENTRANCE MTR	420.73
				2855-450171	6/8/2022	RADIATORS	381.16
				2855-454432	6/22/2022	5" MONITOR	166.74
				2855-454267	6/22/2022	F/P MOD ASM & FUEL FILTER	122.64
				2855-454349	6/22/2022	BATTERY	111.50
				2855-452437	6/16/2022	FUEL PUMP SW & CONNECT	89.79
				2855-454705	6/23/2022	BLOWER MOTOR	82.63
				2855-453953	6/21/2022	RADIATOR CAP & THERMSTA	37.62
				2855-456455	6/29/2022	OIL & AIR FILTERS	35.63
				2855-454268	6/22/2022	CANSTR SOL	26.86
				2855-455878	6/27/2022	SHIFT INDICATOR	14.46
114217	8/3/2022	01736	PALM SPRINGS PUMP, INC. 22-4304	6/27/2022	5/10+16+19 INSTLL'D FLOW M	2,784.44	2,784.44
114218	8/3/2022	54771	PARTIDA-GRANADOS, VANES 71117	7/21/2022	MAPS FOR GRANT APPLICAT	380.00	380.00
114219	8/3/2022	02028	PETE'S ROAD SERVICE, INC. 595835-00	6/23/2022	FLAT REPAIR	31.61	31.61
114220	8/3/2022	52871	PETROCHEM MATERIALS 2565-67	6/28/2022	PE6/23 ST PAVEMENT REHAE	261,234.27	261,234.27
114221	8/3/2022	49473	PHANTOM FIREWORKS WES`Deposit	7/25/2022	2022 FIREWORKS BOOTH CL	300.00	300.00
114222	8/3/2022	01395	PJ'S DESERT TROPHIES & GII25160	5/16/2022	24X30 PRECISION TOOLED B	1,213.82	1,213.82
114223	8/3/2022	54774	POWERFLO PRODUCTS INC. 59406-22	6/1/2022	AES CARTRIDGE MECHANIC,	4,438.00	4,438.00
114224	8/3/2022	46733	SIMPLOT TURF & HORTICULT208135334	6/21/2022	SAFARI 20SG & SPRAYER	178.16	178.16
114225	8/3/2022	35450	SOCALGAS 1500 6th-JN22	6/28/2022	AC 020 678 1257 4, 5/25-6/24	15.53	15.53
114226	8/3/2022	54620	SOUTHWEST PROTECTIVE S	9984	7/11/2022	JUNE2022 SECURITY SVCS @	7,802.00
				9985	7/11/2022	JUNE2022 PATROL SVCS @ F	6,720.00
				9983	7/11/2022	JUNE2022 PATROL SVCS @ L	4,760.00
				9982	7/11/2022	JUNE2022 SECURITY SVCS @	4,136.00
114227	8/3/2022	37600	THE DESERT SUN PUBLISHIN0004654054	5/31/2022	MAY2022 PUBLISHED ADS	4,558.40	4,558.40
114228	8/3/2022	54651	THE REINALT-THOMAS CORP1124042	6/21/2022	INSTLL'D TIRE ON 2020 FORL	181.44	181.44
114229	8/3/2022	38250	TOPS N BARRICADES	1094855	7/6/2022	6/17-7/2 CHNGBLE MSG SIGN	2,580.00
				1094847	6/30/2022	TRAFFIC PLAN	125.00
				1094837	6/30/2022	PADDLE STOP/SLOW MASON	55.07
114230	8/3/2022	44978	TRI-STATE MATERIALS, INC. 101886	6/30/2022	DESERT GOLD DG BLENDED	2,963.16	2,963.16
114231	8/3/2022	43751	USA BLUEBOOK 015563	6/16/2022	ACETATE BUFFER SOLUTION	131.01	131.01

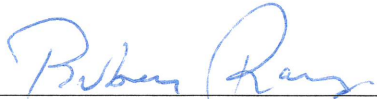
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114232	8/3/2022	49778	WEST COAST ARBORIST, INC	187264	6/7/2022	6/7 TREE MAINT @ LLMD	6,968.00
				186690	5/31/2022	PE5/31 TREE MAINT @ PARK:	6,777.00
				187091	6/15/2022	PE6/15 TREE MAINT @ STRE	4,668.50
				187269	6/14/2022	6/14 TREE MAINT @ LLMD	3,380.00
				187272	6/15/2022	6/15 TREE MAINT @ LLMD	2,548.00
				187266	6/9/2022	6/9 TREE MAINT @ LLMD	1,820.00
				187268	6/13/2022	6/13 TREE MAINT @ LLMD	1,768.00
				187092	6/15/2022	PE6/15 TREE MAINT @ PARK:	1,036.00
				186633-A	5/4/2022	5/4 TREE MAINT @ LLMD	728.00
				186634-A	5/5/2022	5/5 TREE MAINT @ LLMD	468.00
				187267	6/10/2022	6/10 TREE MAINT @ LLMD	312.00
							30,473.50
114233	8/3/2022	48364	WEST COAST TURF	INV028865	6/24/2022	BULLSEYE SOD	1,865.07
114234	8/3/2022	54272	WILLDAN	002-26844	7/7/2022	JUNE2022- BLDG AND SAFET	10,315.00
							10,315.00
Sub total for WELLS FARGO BANK:							573,825.53

52 checks in this report.

Grand Total All Checks: 631,844.89

Date: August 3, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
815	8/3/2022	45929	BECK OIL, INC.	55273CL	7/15/2022	PE7/15 ENG DEPT FUEL	329.52
				55275CL	7/15/2022	PE7/15 LLMD DEPT FUEL	257.71
				55279CL	7/15/2022	PE7/15 STREETS DEPT FUEL	1,335.11
				55281CL	7/15/2022	PE7/15 WATER DEPT FUEL	1,562.15
				55284CL	7/15/2022	PE7/15 PARKS DEPT FUEL	188.33
				55305CL	7/15/2022	PE7/15 VEHICLE MAINT DEPT	876.94
				55306CL	7/15/2022	PE7/15 SENIOR CNTR FUEL	332.62
				55314CL	7/15/2022	PE7/15 CODE ENF DEPT FUE	431.61
				55324CL	7/15/2022	PE7/15 SANITARY DEPT FUEL	1,127.99
				55331CL	7/15/2022	PE7/15 BLDG MAINT DEPT FL	123.14
				55332CL	7/15/2022	PE7/15 ADMIN DEPT FUEL	118.99
				55355CL	7/15/2022	PE7/15 GRAFFITI DEPT FUEL	379.08
							7,063.19
816	8/3/2022	02320	CALPERS	1000000168719	7/14/2022	#6373819375, AUG2022 HEAL	101,498.60
				1000000168720	7/14/2022	#6373819375, AUG2022 HEAL	12,388.74
							113,887.34
817	8/3/2022	54706	DEEPNET SECURITY	1011116190612	7/21/2022	DUALSHIELD LIC+SUPPORT	12,840.00
							12,840.00
818	8/3/2022	43672	DESERT VALLEY SERVICES INC	576319	7/13/2022	TOILET TISSUE	1,244.34
							1,244.34
819	8/3/2022	53799	ENTERPRISE FM TRUST	FBN4514966	7/6/2022	JULY2022 LEASE CHRGS ('20	10,890.85
							10,890.85
820	8/3/2022	02271	ESRI, INC.	94289864	7/20/2022	8/15/22-23 ARCGIS DESKTOP	1,200.00
							1,200.00
821	8/3/2022	00207	GRAINGER INC	9364358912	7/1/2022	HPS BULB	264.65
							264.65
822	8/3/2022	51892	HERC RENTALS, INC.	32987358-002	7/5/2022	7/2-3 LIGHT TOWER RNTLS	1,209.63
							1,209.63

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total						
823	8/3/2022	53736	RG2 MANAGEMENT LLC	3166	7/25/2022	WE 7/24: M. RAMIREZ	769.50						
				3160	7/19/2022	WE 7/17+24: V. CORDOVA	1,539.00						
				3161	7/19/2022	WE 7/17: K. MEDINA	1,073.25						
				3163	7/25/2022	WE 7/24: A. REYES+R. RUBIO	976.50						
				3158	7/19/2022	WE 7/17: J. VALENZUELA	378.00						
				3159	7/19/2022	WE 7/17: R. RUBIO	126.00						
				3148	7/12/2022	WE 7/10: A. REYES	287.44						
				3149	7/12/2022	WE 7/10: M. MENDEZ	1,386.00						
				3150	7/12/2022	WE 7/10: S. VALENZUELA	1,212.75						
				3151	7/12/2022	WE 7/10: F. HERNANDEZ	708.00						
				3152	7/12/2022	WE 7/10: J. VALENZUELA	378.00						
				3154	7/19/2022	WE 7/17: A. REYES	299.25						
				3155	7/19/2022	WE 7/17: M. MENDEZ	1,527.75						
				3156	7/19/2022	WE 7/17: S. VALENZUELA	1,181.25						
				3157	7/19/2022	WE 7/17: F. HERNANDEZ	576.00						
				824	8/3/2022	53475	RUDYS ELECTRIC		20285	7/10/2022	RELOCATED LIGHTING CONT	850.00	12,418.69
									20284	7/10/2022	RPR'D TRANSFORMERS @ C	1,045.00	
				20286	7/10/2022	INSTLL'D ELECTRIC CIRCUIT	1,693.00						
				20287	7/12/2022	RETROFIT PARK LIGHTING T	2,500.00						
				20288	7/12/2022	RETROFIT PARK LIGHTING T	1,700.00						
T FOR WELLS FARGO BANK -SEPARATE CHECK:							168,806.69						

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114235	8/3/2022	50867	ARCTIC GLACIER USA, INC. M530006501	7/20/2022	16LB ICE BAGS (20)	53.20	53.20
114236	8/3/2022	02187	BENLO R.V. II 13270	7/1/2022	7.9GAL PROPANE	41.48	41.48
114237	8/3/2022	54517	BLACK KNIGHT TECHNOLOGI 10230479	7/20/2022	JL-AG2022 SITXPRO SBSCRF	250.00	250.00
114238	8/3/2022	42459	BRUDVIK, INC. 56542	7/7/2022	7/1 GENERATOR RNTLS	193.00	193.00
114239	8/3/2022	44494	BURRTEC WASTE & RECYCLIBD 7/1/22	7/1/2022	AC 44-BS 405340, 85075 AVE :	65.38	65.38
114240	8/3/2022	54649	CAPIO 16303	7/26/2022	7/28 WEBINAR REG: RISSETH	25.00	25.00
114241	8/3/2022	53423	CBE OFFICE SOLUTIONS IN2527382	8/2/2022	ACC CC3502, COLOR COPIEF	319.83	319.83
114242	8/3/2022	53426	CELL BUSINESS EQUIPMENT 77015726	7/23/2022	ACC 1338330, 7/15-8/14, SHAF	581.50	581.50
114243	8/3/2022	53220	COACHELLA ACE HARDWARE 3910/1	7/1/2022	BATTERY PHOTO 2PK	34.78	
			3914/1	7/1/2022	HP MIX & SPRYPNT ACE GLS	38.93	
			3917/1	7/2/2022	FLOW THRU WASH BRUSH 7	28.26	
			3929/1	7/6/2022	3/4" 3H 1G BOX GRY	10.86	
			3932/1	7/7/2022	GARDEN HOE 6" & RAIN-X CA	40.21	
			3934/1	7/8/2022	CLAMP	8.68	
			3937/1	7/8/2022	TOILET FILL VALVE & TOILET	31.51	
			3956/1	7/11/2022	CM SCKT SET, THREAD ROD	166.73	
			3957/1	7/11/2022	DEEP IMP SCKT SET & MECH	114.15	
			3964/1	7/12/2022	BANDANA SET	5.41	
			3965/1	7/12/2022	BLADE SAWZAL	21.74	
			3925/1	7/6/2022	BEN EXT SFT GLS, BRUSH CI	287.40	788.66
114244	8/3/2022	44959	COMPUTER CONSULTANTS, I 34977	7/21/2022	THREE HOST STORAGE SER	32,458.61	
			35139	7/25/2022	AUG2022-JUN2023 SERVER C	4,620.00	37,078.61
114245	8/3/2022	02115	CWEA CZ-7/31/22	5/17/2022	7/31 CERT RNWL CSM1+MBR	283.00	283.00
114246	8/3/2022	54135	DEL VALLE INFORMADOR INC 2022-142	7/6/2022	7/14 AD: AVISO DE ELECCION	125.00	125.00
114247	8/3/2022	42761	DEPT OF ENVIRONMENTAL H IN 0450181	7/5/2022	FAC #FA0025320, EHP 22/23, I	933.00	
			IN 0449934	7/5/2022	FAC #FA0016778, EHP 22/23, I	933.00	1,866.00
114248	8/3/2022	01089	DESERT ELECTRIC SUPPLY S2993096.001	7/6/2022	ORBT EXF50-2 1-G W/P FLAN	6.21	6.21
114249	8/3/2022	52970	DESERT POOL SPECIALISTS, 126826	7/1/2022	JULY2022 FOUNTAIN SVCS	400.00	
			126842	7/6/2022	INSTLL'D FOUNTAIN PUMP M	940.50	1,340.50
114250	8/3/2022	53007	DESERT PROMOTIONAL & 86994	7/14/2022	POLOS W/ EMBROIDERY	134.85	134.85

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114251	8/3/2022	13700	DEWEY PEST CONTROL INC.	15179764	7/1/2022	AC1318235, JULY-SEPT2022,	99.00
				15179765	7/1/2022	AC 1318236, JULY-SEPT2022,	132.00
				15179779	7/1/2022	AC1381215, JULY2022, SIERR	301.00
				15179780	7/1/2022	AC1281218, JULY2022, 51251	900.00
				15187173	7/1/2022	AC1178382, JULY-SEPT2022,	135.00
				15187178	7/1/2022	AC1161434, JULY-SEPT2022,	195.00
				15192554	7/1/2022	AC1067451, JULY-SEPT2022,	120.00
				15205391	7/1/2022	AC1126447, JULY-SEPT2022,	99.00
				15209245	7/1/2022	AC1404426, JULY-SEPT2022,	264.00
				15177106	7/1/2022	AC241000, JULY-SEPT2022, 1	111.00
				15179762	7/1/2022	AC1318239, JULY-SEPT2022,	99.00
				15179763	7/1/2022	AC1318244, JULY-SEPT2022,	99.00
				15212837	7/1/2022	AC102942, JULY-SEPT2022, 1	175.50
				15213610	7/1/2022	AC1008112, JULY-SEPT2022, 1	135.00
				15223434	7/1/2022	AC103361, JULY2022, SENIOF	80.00
				15230063	7/1/2022	AC1452292, JULY-SEPT2022,	159.00
				15230064	7/1/2022	AC1450610, JULY2022, DE OR	160.00
				15239240	7/1/2022	AC2012540, JULY2022, 51301	1,200.00
				15239241	7/1/2022	AC2012536, JULY2022, 48400	1,200.00
				AC934340-JL/SF	7/1/2022	AC934340, JULY-SEPT2022, S	450.00
				AC1062335-JL/S	7/1/2022	AC1062335, JULY-SEPT2022,	444.00
				AC1315475-JL/S	7/1/2022	AC1315475, JULY-SEPT2022,	828.00
				AC1434611-JL/S	7/1/2022	AC1434611, JULY-SEPT2022,	585.00
							7,970.50
114252	8/3/2022	14860	E. K. WOOD LUMBER COMPAI	504932	7/5/2022	WHT MARKING PAINT, ETC	27.01
							27.01
114253	8/3/2022	52568	EGAN CIVIL, INC.	21573	7/22/2022	PE7/22 BGDMA PARK BASKET	3,275.00
							3,275.00
114254	8/3/2022	52856	GREENWOOD, BRIANNA	7/27 Reimb	7/27/2022	REIMBURSEMENT FOR WOR	134.80
							134.80
114255	8/3/2022	45757	IMPERIAL IRRIGATION DISTRI	4032582	7/27/2022	2 ST LTS & POLES ENERGIZE	7,208.17
							7,208.17

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114256	8/3/2022	45108	IMPERIAL SPRINKLER SUPPL	5020164-03	7/1/2022	6" POP-UP ADJ NOZZLE	898.89	
				5078942-00	7/1/2022	6" POP-UP ADJ NOZZLE	926.30	
				5186616-00	7/1/2022	DRIPRB BUG EMMITER, ETC	55.99	
				5187100-00	7/1/2022	RECT VALVE BOX, 10" RND V,	274.65	
				5188469-00	7/5/2022	HATMENT CLASSIC LIFEGRD	30.45	
				5189771-00	7/6/2022	1" SLIP FIX & 1" 90 ELL SCH40	5.32	
				5190590-00	7/6/2022	RAINBIRD 12' ADJ NOZZLE	20.19	
				5190601-00	7/6/2022	ALLIANCE BRASS IN GROUND	173.87	
				5192364-00	7/7/2022	PINK MARKING FLAGS, 2" PL	230.59	
				5192457-00	7/7/2022	RAINBIRD ROTOR POP-UP PA	731.78	
				5193601-00	7/8/2022	DRIPNETA MALE ADPTR 1/2 M	112.80	3,460.83
114257	8/3/2022	53801	INFOSEND, INC.	217724	7/29/2022	JULY2022 UTILITY BILLING SA	2,505.10	2,505.10
114258	8/3/2022	53626	LARA, JANETH	Deposit	7/13/2022	DEPOSIT REFUND- LIBRARY	300.00	300.00
114259	8/3/2022	24600	LOPES HARDWARE	010669	7/13/2022	LOCKS, SHUT-OFF VALVES, F	531.80	531.80
114260	8/3/2022	54725	MARCUS NETWORKING	52732	7/25/2022	10/2 HOUR BLOCK PREPAID F	1,770.00	1,770.00
114261	8/3/2022	54772	MENDOZA, BEATRIZ	Deposit	7/13/2022	DEPOSIT REFUND- LIBRARY	300.00	300.00
114262	8/3/2022	51579	METLIFE- GROUP BENEFITS	Aug2022	7/15/2022	AUG2022 DENTAL/VISION/LIF	12,230.51	
				Aug2022	7/15/2022	AUG2022 DENTAL/VISION/LIF	596.01	12,826.52
114263	8/3/2022	51899	MONTOYA, ROSA	7/21 Reimb	7/21/2022	REIMBURSEMENT FOR WOR	141.32	141.32
114264	8/3/2022	49990	NORTHERN SAFETY CO., INC	904866524	7/14/2022	UHF 1 CHANNEL 1 WATT TW0	377.23	377.23
114265	8/3/2022	52757	OLLIN STRATEGIES	297	7/18/2022	JULY2022 CONSULTING SVC0	5,000.00	5,000.00
114266	8/3/2022	47192	O'REILLY AUTO PARTS	2855-458202	7/5/2022	ENG CLT COMP, V/C GASKET	94.31	
				2855-458450	7/6/2022	EGR SENSOR	64.15	
				2855-458495	7/6/2022	WIN REG ASSY	59.48	217.94
114267	8/3/2022	53427	PASTION INDUSTRIES, INC.	038246	6/29/2022	JL-SP2022 FIRE ALARM/RADI0	195.00	195.00
114268	8/3/2022	49989	PAUL ASSOCIATES	86128	7/7/2022	RECEIPT BOOKS	1,248.63	1,248.63
114269	8/3/2022	49551	PEST CONTROL SOLUTIONS	C08	7/5/2022	7/5 WASP NEST INSPECTION	95.00	95.00
114270	8/3/2022	43199	PLUMBERS DEPOT INC	PD-51480	7/12/2022	DEBRIS CHOPPER/GREASE,	280.30	280.30
114271	8/3/2022	54773	PREMIER AUTO EQUIPMENT	29901	7/12/2022	SVC'D ROBINAIR 34788 UNIT	487.95	487.95
114272	8/3/2022	42759	PROPER SOLUTIONS, INC.	13506	7/15/2022	WE 7/15: ARELLANO+LOPEZ+	3,157.50	3,157.50
114273	8/3/2022	54500	RELIABLE TRANSLATIONS	CC22359	7/20/2022	7/20 PLANNING COMM MTG 0	539.00	539.00
114274	8/3/2022	53592	RODRIGUEZ, EFRAIN	Edu Reimb	7/19/2022	FY22/23 EDUCATION REIMBU	88.95	88.95
114275	8/3/2022	54643	SCOTT BURCH DESIGN	0000561	7/8/2022	75TH ANNIVERSARY BILLBO0	950.00	950.00
114276	8/3/2022	52341	SIMPLIFY COMPLIANCE LLC	19452416	7/5/2022	2022/23 SBSCRPTN- SAFETY	1,695.00	1,695.00

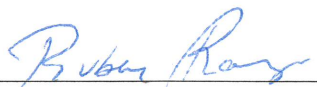
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114277	8/3/2022	35430	SOUTH COAST A.Q.M.D.	4018125	6/16/2022	ID 4581, PAVEMENT STRIPER	937.52
				4019046	6/16/2022	ID 4581, FY22/23, EMISSION	151.85
							1,089.37
114278	8/3/2022	52595	STAPLES BUSINESS CREDIT	7358048464-0-1	7/1/2022	BOOKCASE 1870 4SHV 36W C	203.81
							203.81
114279	8/3/2022	53743	SUSTAITA, JR., PEDRO	Cert Rnwl	6/22/2022	REIMB: CSM4 CERT RNWL, E	106.00
							106.00
114280	8/3/2022	44978	TRI-STATE MATERIALS, INC.	101942	7/1/2022	DESERT GOLD DG BLENDED	1,475.52
				101954	7/1/2022	DESERT GOLD DG BLENDED	2,981.32
							4,456.84
114281	8/3/2022	39640	VALLEY LOCK & SAFE	173420	7/6/2022	STORE ROOM GENERAL LOC	151.16
							151.16
114282	8/3/2022	54775	VILLARREAL, MARIA G.	Scholarship	7/26/2022	LEADERS IN TRAINING SCHC	50.00
							50.00
114283	8/3/2022	44775	VISTA PAINT CORPORATION	2022-638027-00	7/25/2022	COVERALL EXT FLAT WHITE,	457.26
							457.26
114284	8/3/2022	00896	WAUSAU TILE, INC.	654055	7/8/2022	25"X46" WASTE CONTAINER	11,995.01
							11,995.01
114285	8/3/2022	54691	WILD BILL'S SPRAY EQUIPME	3966	7/26/2022	RPR'D SPRAY PAINT EQUIPM	514.11
							514.11
114286	8/3/2022	48971	XPRESS GRAPHICS & PRINTII	22-48120	7/5/2022	POLE BANNERS	155.91
							155.91
Sub total for WELLS FARGO BANK:							117,115.24

62 checks in this report.

Grand Total All Checks: 285,921.93

Date: August 3, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
825	8/10/2022	52366	ALTA LANGUAGE SERVICES, IIS604838	7/31/2022	JULY2022 SPANISH LISTENIN	55.00	55.00
826	8/10/2022	45929	BECK OIL, INC. 55707CL	7/31/2022	PE7/31 GRAFFITI DEPT FUEL	244.58	244.58
827	8/10/2022	44307	CIVICPLUS LLC 230949	6/30/2022	JN2022-MY2023 MUNICODE A	450.00	450.00
828	8/10/2022	02139	DLT SOLUTIONS, LLC SI571095	7/19/2022	ANNUAL SBSCRPTN- ARCH E	7,560.26	7,560.26
829	8/10/2022	02152	ENVIRONMENTAL RESOURCE014855	7/19/2022	MINERALS WASTEWATR	212.75	212.75
830	8/10/2022	00207	GRAINGER INC 9378423868	7/15/2022	INJECTION CK/BACK PRESS	1,224.95	
			9372358524	7/11/2022	DISPOSABLE GLOVES & PIPE	330.30	1,555.25
831	8/10/2022	50439	LANTELLIGENCE, INC. 20220958	8/2/2022	MITEL IP PHONE IP485G	2,067.12	2,067.12
832	8/10/2022	52802	RED WING BUSINESS ADVAN 2022072800343	7/28/2022	7/15+21 EMPLOYEE WORK B	9,348.59	9,348.59
833	8/10/2022	53736	RG2 MANAGEMENT LLC 3164	7/25/2022	WE 7/24: M. MENDEZ+S. VAL	2,913.76	
			3165	7/25/2022	WE 7/24: F. HERNANDEZ	768.00	3,681.76
834	8/10/2022	54724	TELEMESSAGE, INC. 11234	7/29/2022	JULY2022/23 MOBILE ARCHIV	16,151.80	16,151.80
835	8/10/2022	54432	US BANK N.A. 2037528	7/13/2022	COACHELLA RDA SER 2016A	912,423.68	
			2037531	7/13/2022	RDA SUBORDINATE TAX ALLC	567,755.74	
			2037529	7/13/2022	COACHELLA RDA SER 2016B	558,412.50	
			2037530	7/13/2022	RDA SUBORDINATE TAX ALLC	356,868.58	2,395,460.50
836	8/10/2022	51697	WESTERN WATER WORKS SI1405229-00	7/20/2022	SOFT COPPER TUBING 60FT	3,025.43	
			1405182-00	7/12/2022	FLG BUTTERFLY VLV OL BSN	2,769.77	
			1404337-01	7/8/2022	CI GATE CAP "WATER"	694.92	6,490.12
837	8/10/2022	53800	WILMINGTON TRUST N. A. 090122	8/3/2022	CFD 2018-1 SPEC TAX FD	213,621.09	213,621.09
T FOR WELLS FARGO BANK -SEPARATE CHECK:							2,656,898.82

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114287	8/10/2022	52086	ABUNDANT LIFE CHURCH Refund	8/2/2022	REFUND OF SPECIAL EVENT	25.00	25.00	
114288	8/10/2022	44502	ALDCO AIR CONDITIONING & 17723	7/13/2022	SVC'D UNITS @ SANITARY	220.00	220.00	
114289	8/10/2022	01436	AMERICAN FORENSIC NURSE76221	7/22/2022	MAY2022 BLOOD DRAW	61.22	61.22	
114290	8/10/2022	53109	BIO SOCIAL CS61922	7/21/2022	7/19 BIOHAZARD CLEANUP @	795.00	795.00	
114291	8/10/2022	43862	BRENNTAG PACIFIC, INC	BPI257878	7/15/2022	CHEMCHLOR SODIUM HYPO	1,700.07	
				BPI257879	7/15/2022	CHEMCHLOR SODIUM HYPO	1,598.25	
				BPI257880	7/15/2022	CHEMCHLOR SODIUM HYPO	1,457.21	4,755.53
114292	8/10/2022	53423	CBE OFFICE SOLUTIONS	IN2523713	7/20/2022	ACC CC3502, COLOR COPIEF	1,010.54	1,010.54
114293	8/10/2022	02048	CDW GOVERNMENT, INC.	BP10825	7/21/2022	APC SMART UPS X 1500VA R,	10,557.12	
				BP03078	7/21/2022	SAMSUNG 4TB 870 EVO SAR,	3,699.59	
				BR92119	7/27/2022	ARUBA 5400R 1100W POE+ Z	1,169.06	
				BP46464	7/21/2022	ARUBA 5400R 700W POE+ SL	729.89	
				BR31259	7/26/2022	TRIPP USB 3.0 SATA HARD DI	92.24	16,247.90
114294	8/10/2022	43470	CERTIFIED LABORATORIES	7859991	7/13/2022	PREMALUBE 1/2 CS/24	371.69	371.69
114295	8/10/2022	53220	COACHELLA ACE HARDWARE3978/1		7/14/2022	BATTERY ALKALINE 9V	4.34	4.34
114296	8/10/2022	52375	CORE & MAIN LP	Q473967	7/8/2022	ALLEGRO MAG MOUNT ANTE	348.88	348.88
114297	8/10/2022	49858	CV PIPELINE CORP.	S2929	7/21/2022	7/18 VIDEO PIPE INSPECTION	825.00	825.00
114298	8/10/2022	47952	DESERT LIVE SCAN	7129	7/27/2022	JULY2022 EMPLOYEE FINGEF	25.00	25.00
114299	8/10/2022	44713	FARMER BROTHERS CO.	95671813	7/11/2022	CREAMER	32.52	32.52
114300	8/10/2022	15750	FEDEX	7-826-90760	7/22/2022	JULY2022 FEDEX SVCS	69.40	
				7-841-54620	8/5/2022	AUG2022 FEDEX SVCS	7.54	76.94
114301	8/10/2022	51604	FRONTIER	3982369-JL22	7/25/2022	760/398-2369, 7/25/22	72.09	
				3986515-JL22	7/16/2022	760/398-6515, 7/16/22	62.59	134.68
114302	8/10/2022	51494	GARDA CL WEST, INC.	10703537	8/1/2022	AUG2022 CASHLINK MAINTEN	1,392.13	
				10703530	8/1/2022	AUG2022 ARMORED TRANSF	1,124.75	2,516.88
114303	8/10/2022	52856	GREENWOOD, BRIANNA	7/28 Reimb	8/3/2022	REIMB- PE SURVEYING & SEI	712.04	712.04
114304	8/10/2022	20450	IMPERIAL IRRIGATION DISTRI	50408460-JL22	7/29/2022	AC50408460, 6/24-7/27, WELL	13,632.38	
				50035755-JL22	7/29/2022	AC50035755, 6/24-7/27, PUMP	12,780.95	
				50371785-JL22	7/29/2022	AC50371785, 6/24-7/27, LIFT S	1,586.52	
				50459796-JL22	7/29/2022	AC50459796, 6/24-7/27	76.54	
				50459819-JL22	7/29/2022	AC50459819, 6/24-7/27	67.37	
				50459795-JL22	7/29/2022	AC50459795, 6/24-7/27	53.00	
				50434217-JL22	7/29/2022	AC50434217, 6/24-7/27	48.61	
				50522793-JL22	7/29/2022	AC50522793, 6/28-7/26, SCAD	13.71	28,259.08
114305	8/10/2022	52420	JONES BROS CONSTRUCTIO	3686 #5	7/21/2022	PE7/21 48TH & HARRISON SE	74,967.09	74,967.09

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114306	8/10/2022	47328	KONICA MINOLTA 40457749	7/26/2022	BIZHUB C454E, 1515 6TH ST,	212.07	212.07
114307	8/10/2022	44047	KONICA MINOLTA BUSINESS 9008742995	7/22/2022	BIZHUB 242, FIRE DEPT, 6/23	0.49	0.49
114308	8/10/2022	24600	LOPES HARDWARE 010596	7/12/2022	1" BALL VALVES, 18" BOLT, LC	639.03	639.03
114309	8/10/2022	54650	MV CHENG & ASSOCIATES IN July 2022	8/2/2022	JULY2022 SENIOR ACCOUNT,	2,922.50	2,922.50
114310	8/10/2022	42603	NALEO 3090	7/21/2022	JL2022/23 MBRSHP: JOSIE G	100.00	
			3091	7/21/2022	JL2022/23 MBRSHP: STEVEN	100.00	200.00
114311	8/10/2022	01736	PALM SPRINGS PUMP, INC. 22-4338	7/18/2022	7/11 SVC CALL @ WELL #11 &	1,734.38	1,734.38
114312	8/10/2022	54645	PATTISON, JR., WILLIAM B. 6	7/31/2022	PE7/31 COACHELLA PUBLIC I	3,600.00	3,600.00
114313	8/10/2022	49989	PAUL ASSOCIATES 86183	7/27/2022	CODE ENFORCEMENT ENVE	515.43	515.43
114314	8/10/2022	42759	PROPER SOLUTIONS, INC. 13530	7/22/2022	WE 7/22: ARELLANO+LOPEZ	2,197.50	
			13555	7/29/2022	WE 7/29: ARELLANO+LOPEZ	2,137.50	4,335.00
114315	8/10/2022	54500	RELIABLE TRANSLATIONS CC22407	7/27/2022	7/27 CC MTG SVCS	702.00	
			22383	7/24/2022	7/24 DOCUMENT TRANSLATI	199.20	
			22398	7/26/2022	7/26 PLANNING COMM MTG S	196.00	1,097.20
114316	8/10/2022	54665	SPECTRUM ENTERPRISE 0037022072822	7/28/2022	AC 8448 20 899 0037022, AUG	2,317.69	2,317.69
114317	8/10/2022	52595	STAPLES BUSINESS CREDIT 7361604431-0-1	7/25/2022	CARDER CHAIR, SPLS REC C	359.83	
			7360615136-0-2	7/12/2022	STAPLES 5 REAM, PENTEL EI	227.82	
			7361804269-0-2	7/29/2022	HP 972X PAGEWIDE HY BLK I	169.47	
			7360615136-0-1	7/18/2022	COUNTERFEIT MONEY DETE	67.40	
			7361736646-0-1	7/27/2022	PEN VBALL ROLLERBALL BK	63.39	
			7361804269-0-1	7/27/2022	COPPERTOP C ALKALINE	63.05	
			7361604431-0-2	7/26/2022	SPLS 2TAB FF INTRIOR LTRM	40.68	
			7360710377-0-2	7/12/2022	LETTER SORTER MESH BLK,	23.60	
			7360710377-0-1	7/13/2022	WRIST SUPPORT	19.13	1,034.37
114318	8/10/2022	52204	TPX COMMUNICATIONS 159352225-0	7/16/2022	AC33325, 7/16-8/15	386.85	386.85
114319	8/10/2022	43751	USA BLUEBOOK 047008	7/18/2022	LMI PUMP HEAD & SCREWS	396.62	396.62
114320	8/10/2022	44966	VERIZON WIRELESS 9911764043	7/22/2022	AC571164685-00001, 6/23-7/22	46.10	46.10
Sub total for WELLS FARGO BANK:							150,827.06

47 checks in this report.

Grand Total All Checks: 2,807,725.88

Date: August 10, 2022


Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -1

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
838	8/10/2022	53958	ATLAS TECHNICAL	687402	6/3/2022	PE6/3 AVE 48 & HARRISON BI	14,289.00	
				687134	4/29/2022	PE4/29 AVE 48 & HARRISON E	13,425.50	
				686914	4/1/2022	PE4/1 AVE 48 & HARRISON BI	11,870.50	
				687159	4/29/2022	PE4/29 PUEBLO VIEJO SUST	5,094.00	
				687889	7/1/2022	PE7/1 PUEBLO VIEJO SUST T	2,435.00	47,114.00
839	8/10/2022	43462	BEST BEST & KRIEGER, LLP	941150	7/11/2022	PE6/30, #80237, GENERAL RE	33,546.08	
				941154	7/11/2022	PE6/30, #80237.00868, TRAVE	8,516.20	
				941148	7/11/2022	PE6/30, #80237.00851, GLENF	6,497.40	
				941158	7/11/2022	PE6/30, #80237.00875, MESQU	5,591.20	
				941139	7/11/2022	PE6/30, #80237.00445, DESEF	4,658.50	
				941151	7/11/2022	PE6/30, #80237.00835, REAL E	3,988.80	
				941141	7/11/2022	PE6/30, #80237.00450, GLENF	2,899.20	
				941153	7/11/2022	PE6/30, #80237.00858, COA W	1,756.10	
				941152	7/11/2022	PE6/30, #80237.00857, RENEV	1,558.20	
				941142	7/11/2022	PE6/30, #80237.00802, WATEF	1,338.50	
				941140	7/11/2022	PE6/30, #80237.00447, ADV. C	1,004.30	
				941157	7/11/2022	PE6/30, #80237.00874, CENTF	831.30	
				941147	7/11/2022	PE6/30, #80237.00820, ENVIR	793.80	
				941145	7/11/2022	PE6/30, #80237.00819, CODE	584.90	
				941138	7/11/2022	PE6/30, #80237.00240, 52156	382.70	
				941143	7/11/2022	PE6/30, #80237.00840, CANN/	337.40	
				941149	7/11/2022	PE6/30, #80237.00833, TELEC	313.30	
				941146	7/11/2022	PE6/30, #80237.00844, CHROI	305.00	
				941156	7/11/2022	PE6/30, #80237.00872, SUCCE	294.00	
				941144	7/11/2022	PE6/30, #80237.00810, LABOR	176.40	
				941155	7/11/2022	PE6/30, #80237.00869, AFFOF	58.80	75,432.08
840	8/10/2022	53391	BSK ASSOCIATES	RF00796	7/1/2022	MAY-JUNE2022 WATER SAMF	13,523.00	
				RF00795	7/1/2022	MAY-JUNE2022 WASTEWATE	7,091.00	20,614.00
841	8/10/2022	43672	DESERT VALLEY SERVICES IN	575289	6/28/2022	TOILET TISSUE & NITRILE GL	193.39	193.39
842	8/10/2022	00207	GRAINGER INC	9349781170	6/17/2022	THREADER RATCHET & HANI	323.63	
				9344819108	6/14/2022	PLEATED AIR FILTERS	306.02	
				9346223309	6/15/2022	SILICONE TUBING	219.62	
				9345991831	6/15/2022	PLEATED AIR FILTERS	120.45	969.72
843	8/10/2022	51892	HERC RENTALS, INC.	32877649-001	5/27/2022	5/16-23 WHEEL LOADER RNT	2,301.59	2,301.59

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
844	8/10/2022	00101	MUNISERVICES/AVENU	INV06-014635	7/31/2022	SUTA, QTR ENDING 3/31/22	158.83
				INV06-014636	7/31/2022	SUTA (DISTRICT TAX), QTR E	92.19
845	8/10/2022	53736	RG2 MANAGEMENT LLC	3125	6/22/2022	WE 6/19: S. VALENZUELA	1,598.63
				3126	6/22/2022	WE 6/19: F. HERNANDEZ	900.00
846	8/10/2022	48436	UNIVAR SOLUTIONS USA INC.	50325861	6/16/2022	SODIUM HYPOCHLORITE	8,325.05
				50326805	6/15/2022	SODIUM BISULFITE	7,611.92
847	8/10/2022	51697	WESTERN WATER WORKS SI	1405004-00	6/16/2022	ANGLE BALL MTR VLV, SOFT	6,390.58
				1405004-01	6/20/2022	ADAPTER FCT X QJ 110 COM	1,246.82
				1405011-00	6/16/2022	PE IPS ID PIPE SIDR-7 BLUE	184.88
				1404883-00	6/3/2022	SCH80 PVC SLIP RING FLG, E	68.95
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							173,202.63

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114321	8/10/2022	53039	AT&T	429155	6/22/2022	6/7-21 LEA TRACKING (CASE	450.00	450.00
114322	8/10/2022	00836	BIO-TOX LABORATORIES	42937	6/17/2022	5/9+23 LAB SERVICES	943.00	
				42936	6/17/2022	5/9 LAB SERVICE	338.00	
				42990	6/17/2022	5/9 LAB SERVICE	46.00	1,327.00
114323	8/10/2022	54157	BRAX COMPANY, INC.	42258	5/31/2022	GRUNDFOS 16S05-5 1.25NPT	1,642.60	1,642.60
114324	8/10/2022	43862	BRENNTAG PACIFIC, INC	BPI251723	6/22/2022	CHEMCHLOR SODIUM HYPO	3,715.87	
				BPI341872	6/29/2022	6/29 DRUM RETURN	-175.00	
				BPI341873	6/29/2022	6/29 DRUM RETURN	-280.00	3,260.87
114325	8/10/2022	53220	COACHELLA ACE HARDWARE	3886/1	6/27/2022	NANO TL SET SAE, DEEP SOI	216.35	
				3807/1	6/9/2022	INSECT KILLER & GLOVES	50.00	
				3868/1	6/22/2022	DRILL BIT SDS & BIT DRILL SI	32.60	
				3860/1	6/21/2022	REDCNG TEE GALV, NIPPLE	24.21	
				3871/1	6/23/2022	GLOVES, HOOK ROPE, ETC	19.99	
				3805/1	6/8/2022	THREADLOCKER 242 BLUE	10.86	354.01
114326	8/10/2022	00749	COUNTY OF RIVERSIDE	SH0000041486	7/20/2022	6/2-30 LAW ENFORCEMENT	776,325.38	
				SH0000041487	7/20/2022	6/2-30 LAW ENFORCEMENT	11,110.74	787,436.12
114327	8/10/2022	09650	CVAG	CV22226-22	8/4/2022	JUN21-FEB22 AV48 WIDENING	12,073.65	12,073.65
114328	8/10/2022	09950	CVWD	June 2022	7/6/2022	CN 332543, JUNE2022 WELL I	60,851.34	60,851.34
114329	8/10/2022	09950	CVWD	18090	6/15/2022	FY20/21 INDIO SUBBASIN ANI	26,990.11	
				18105	6/29/2022	FY21/22 CVRWGM PROGRAM	11,323.67	
				18194	7/14/2022	FY2022 TECHNICAL SUPPOR	8,278.18	
				18110	6/29/2022	CVMC GRANT APP FOR REGI	1,991.15	
				18119	6/30/2022	CVRWGM GRANT APP FOR C	1,306.74	
				18165	7/11/2022	FY21/22 IRWM PROGRAM MA	643.75	50,533.60
114330	8/10/2022	50103	D&H WATER SYSTEMS	I2022-0837	6/14/2022	ACID & K IODIDE	1,122.29	1,122.29
114331	8/10/2022	52568	EGAN CIVIL, INC.	21546	7/5/2022	6/1+8+24 CNTSN STAKING @	3,497.50	3,497.50
114332	8/10/2022	36050	EMPLOYMENT DEVELOPMENL	1835911312	8/1/2022	AC 944-0806-9, APR-JUNE202	3,780.00	3,780.00
114333	8/10/2022	20450	IMPERIAL IRRIGATION DISTRIMdJN-MdJL		7/18/2022	MID JUNE-MID JULY 2022 ELE	58,076.26	58,076.26
114334	8/10/2022	45108	IMPERIAL SPRINKLER SUPPL	5151490-00	6/7/2022	BLUE MARKING PAINT	61.68	61.68
114335	8/10/2022	23100	KAMAN INDUSTRIAL TECHN	F598912	6/3/2022	SYNCHRONOUS BELT	296.52	296.52
114336	8/10/2022	48293	KOA CORPORATION	JC22046-1	6/20/2022	PE5/26 AV50 SANITARY SEWE	7,785.00	7,785.00
114337	8/10/2022	44047	KONICA MINOLTA BUSINESS	9008725580	7/13/2022	BIZHUB C454E, 1515 6TH ST,	104.60	104.60
114338	8/10/2022	54516	OPERATIONAL TECHNICAL SE	2514	6/5/2022	WE 6/5: J. PAGE	3,528.93	3,528.93
114339	8/10/2022	01736	PALM SPRINGS PUMP, INC.	22-4324	7/18/2022	6/16 SVC CALL @ WELL #18	275.00	275.00
114340	8/10/2022	54645	PATTISON, JR., WILLIAM B.	5	6/30/2022	PE6/30 COACHELLA PUBLIC I	5,250.00	5,250.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114341	8/10/2022	42759	PROPER SOLUTIONS, INC. 13207	5/3/2022	WE 4/29: S. CARLOS RAMIRE	468.00	468.00
114342	8/10/2022	54500	RELIABLE TRANSLATIONS CC22243	6/29/2022	6/29 SPECIAL CC MTG SVCS	147.00	
			22263	5/8/2022	5/8 DOCUMENT TRANSLATIO	136.00	
			22245	6/29/2022	6/29 DOCUMENT TRANSLATI	101.86	384.86
114343	8/10/2022	35000	SMART & FINAL 9103	6/3/2022	WATER, GZERO 18PK, CAPRI	566.34	566.34
114344	8/10/2022	47319	SPARKLETTS 9467308 052422	5/24/2022	APR2022 WATER @ SANITAR	358.58	358.58
114345	8/10/2022	48152	TKE ENGINEERING, INC. 2022-682	7/4/2022	JUNE2022 ATP CYCLE 6 GRA	33,965.00	
			2022-565	6/30/2022	MAY2022 ATP CYCLE 6 GRAN	11,080.00	
			2022-685	7/4/2022	JUNE2022 TCC GRANT APP F	10,352.50	55,397.50
114346	8/10/2022	51093	T-MOBILE USA, INC. 9497782666	6/28/2022	6/2 GPS LOCATE	125.00	125.00
114347	8/10/2022	50627	TOP SCALE, INC. 64787	6/7/2022	5/26 THERMOMETER CALIBR	426.75	426.75
114348	8/10/2022	45665	TRIMAX SYSTEMS, INC. 0030888-IN	6/6/2022	5/17 TRBLSHT/SVC @ WELLS	1,127.50	1,127.50
114349	8/10/2022	43751	USA BLUEBOOK 004167	6/7/2022	ACETATE BUFFER SOLUTION	359.48	359.48
114350	8/10/2022	44428	VISTA AIR CONDITIONING 6850	6/22/2022	INSTLL'D BLOWER MOTOR @	2,100.00	2,100.00
Sub total for WELLS FARGO BANK:							1,063,020.98

40 checks in this report.

Grand Total All Checks: 1,236,223.61

Date: August 10, 2022



Finance Director: Nathan Statham

apChkLst
08/11/2022 3:11:15PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -4

<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>
848	6/22/2022	48066 US BANK	Sta 5/25/22	5/25/2022	ACC XXXX-XXXX-XXXX-0925,	22,038.47	22,038.47
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							22,038.47

1 checks in this report.

Grand Total All Checks: 22,038.47

Date: June 22, 2022



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114351	8/17/2022	54783	CORDERO, ALISHA	Ref000228481	8/15/2022	UB Refund Cst #00052250	17.97	17.97
114352	8/17/2022	54780	MARTINEZ, VIRGILTO	Ref000228478	8/15/2022	UB Refund Cst #00002403	32.05	32.05
114353	8/17/2022	54781	OLIVARES, ROSALINDA	Ref000228479	8/15/2022	UB Refund Cst #00049284	26.56	26.56
114354	8/17/2022	54782	PCC INDUSTRIAL	Ref000228480	8/15/2022	UB Refund Cst #00050362	687.64	687.64
114355	8/17/2022	54785	PULTE GROUP INC.	Ref000228483	8/15/2022	UB Refund Cst #00054526	107.52	107.52
114356	8/17/2022	54786	PULTE GROUP INC.	Ref000228484	8/15/2022	UB Refund Cst #00054530	49.91	49.91
114357	8/17/2022	54784	RAMIREZ, PATRICIA	Ref000228482	8/15/2022	UB Refund Cst #00053477	7.67	7.67
114358	8/17/2022	54787	REDFINNOW BORROWER LLC	Ref000228485	8/15/2022	UB Refund Cst #00054583	63.23	63.23
114359	8/17/2022	54788	WEISCHEDEL, JEREME	Ref000228486	8/15/2022	UB Refund Cst #00054906	56.79	56.79
Sub total for WELLS FARGO BANK:								1,049.34

9 checks in this report.

Grand Total All Checks: 1,049.34

Date: August 17, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
849	8/17/2022	53391	BSK ASSOCIATES	RF00895	7/29/2022	JUNE-JULY2022 WASTEWATE	2,170.00	
				RF00896	7/29/2022	JUNE-JULY2022 WATER SAMI	468.00	2,638.00
850	8/17/2022	46730	CALPERS	1000000168859	8/3/2022	#6373819375, GASB-68 REPO	1,400.00	1,400.00
851	8/17/2022	49100	GOLDMAN, RONALD A.	AP-JL2022	7/31/2022	APR-JULY2022 SVCS: KPC CC	3,994.75	3,994.75
852	8/17/2022	51892	HERC RENTALS, INC.	32862426-002	6/5/2022	5/6-6/5 LIGHT TOWER RNTLS	1,250.15	
				32838433-003	6/7/2022	5/28-6/7 LIGHT TOWER RNTL	453.61	1,703.76
853	8/17/2022	00996	HOME DEPOT	9074905	4/18/2022	5GAL JUG THD & BEHRENS 6	49.97	49.97
854	8/17/2022	50629	VINTAGE ASSOCIATES, INC	225220	6/13/2022	INSTLL'D SOD @ BGDMA & R	12,925.00	
				225244	6/15/2022	LNDSCPE ENHANCEMENT @	3,120.00	
				225461	6/30/2022	INSTLL'D TREES/PLANTS @ I	3,002.00	19,047.00
855	8/17/2022	50555	VORTEX AQUATIC STRUCTUF	51725	6/13/2022	PRESS & PLAY REPLACEMEN	3,821.45	3,821.45
T FOR WELLS FARGO BANK -SEPARATE CHECK:								32,654.93

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114360	8/17/2022	00836	BIO-TOX LABORATORIES 43081 43082 43129	7/21/2022 7/21/2022 7/21/2022	6/20 LAB SERVICE 6/6+20 LAB SERVICES 5/16+23 LAB SERVICES	513.00 480.00 362.00	1,355.00
114361	8/17/2022	43862	BRENNTAG PACIFIC, INC BPI253526 BPI253527 BPI249075 BPI246806 BPI249822 BPI249823 BPI341674 BPI341504	6/29/2022 6/29/2022 6/10/2022 6/3/2022 6/16/2022 6/16/2022 6/22/2022 6/17/2022	CHEMCHLOR SODIUM HYPO HYDROCHLORIC ACID, ETC CHEMCHLOR SODIUM HYPO CHEMCHLOR SODIUM HYPO CHEMCHLOR SODIUM HYPO CHEMCHLOR SODIUM HYPO 6/22 DRUM RETURN 6/16 DRUM RETURN	4,954.50 4,115.67 3,233.90 2,477.25 2,477.25 2,477.25 -350.00 -780.00	18,605.82
114362	8/17/2022	07950	CITY OF COACHELLA June 2022 June 2022-LLD's	6/30/2022 6/30/2022	JUNE2022 WATER- ST, PARK JUNE2022 WATER- LLD'S	34,248.48 21,639.39	55,887.87
114363	8/17/2022	52375	CORE & MAIN LP Q390299	2/18/2022	3/4X7 BL06 METERS (3)	778.36	778.36
114364	8/17/2022	09650	CVAG June2022	8/11/2022	JUNE2022 TUMF FEES	115,023.62	115,023.62
114365	8/17/2022	00118	DEPARTMENT OF TRANSPORSL221361	7/26/2022	APR-JUNE2022 TRAFFIC SIGI	3,197.53	3,197.53
114366	8/17/2022	44836	DESERT CITY GLASS, INC 32938 32939	6/16/2022 6/23/2022	ADJUST/SEAL WINDOWS @ F INSTLL'D DOOR/DOOR STEP	1,507.24 925.00	2,432.24
114367	8/17/2022	53389	DESERT CONCEPTS CONSTR21298 21288 21289	3/9/2022 3/3/2022 3/3/2022	3/3 EMRGNCY WTR LINE RPF 2/19 EMRGNCY WTR LINE RF RPLC'D ASSEMBLED WTR HY	8,530.00 8,310.00 3,500.00	20,340.00
114368	8/17/2022	52568	EGAN CIVIL, INC. 21484	5/25/2022	PE5/25 BGDMA PARK BASKET	4,715.00	4,715.00
114369	8/17/2022	48970	ENTRAVISION COMMUNICATI638941-1	4/30/2022	4/18-5/27 SOCIAL MEDIA/YOU	170.00	170.00
114370	8/17/2022	00932	INDIO CAR WASH, INC. 01-0090-22 04-00018-22	4/1/2022 4/1/2022	OCT-DEC2021 CAR WASH SE JAN-MAR2022 CAR WASH SE	189.96 138.99	328.95
114371	8/17/2022	44767	KUNA FM 608518-1 605155-1	5/31/2022 4/30/2022	5/19-29 AD SPOT: SUAVECITC 4/22-30 AD SPOT: DAY OF TH	2,000.00 1,250.00	3,250.00
114372	8/17/2022	54778	NATIONWIDE RETIREMENT P205604	8/1/2022	QTR END 6/29/22- PLN ADMIN	600.00	600.00
114373	8/17/2022	54516	OPERATIONAL TECHNICAL SE2505 2554	5/29/2022 6/12/2022	WE 5/22+29: J. PAGE WE 6/12: J. PAGE	9,818.64 1,380.96	11,199.60
114374	8/17/2022	52470	R & R TOWING 55878	6/17/2022	6/17 TOWING: DILLON S/O AV	362.00	362.00
114375	8/17/2022	52649	RESOURCES RECYCLING & R0000001449337	5/30/2022	FY19/20 CCPP UNSPENT GR/	78.86	78.86
114376	8/17/2022	52991	S & D CAR WASH MANAGEMEARB140634	6/30/2022	JUNE2022 CAR WASH SERVI	356.49	356.49
114377	8/17/2022	00102	SUNLINE TRANSIT AGENCY INV06137	6/30/2022	JUNE2022 CNG FUEL	1,020.02	1,020.02
114378	8/17/2022	43837	TERRA NOVA PLANNING & RETN062201	8/1/2022	JN-JL2022 GPA EIR ADDENDL	8,507.50	8,507.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114379	8/17/2022	48152	TKE ENGINEERING, INC.	2022-561	8/9/2022	PE5/31 PLNCK, TRACT 31978	6,720.00	
				2022-678	8/9/2022	PE6/30 PLNCK, TRACT 31978	6,300.00	
				2022-680	8/9/2022	PE6/30 PLNCK, PANDA EXPRI	2,315.00	
				2022-563	8/9/2022	PE5/31 PLNCK, PANDA EXPRI	1,880.00	
				2022-679	8/9/2022	PE6/30 PLNCK, 84811 AVE 48	990.00	
				2022-683	8/9/2022	PE6/30 PLNCK, ALDI	945.00	
				2022-681	8/9/2022	PE6/30 PLNCK, MARIPOSA PC	566.00	
				2022-564	8/9/2022	PE6/30 PLNCK, 84501 CALLE	525.00	
				2022-562	8/9/2022	PE6/30 PLNCK, 1441 5TH ST	105.00	20,346.00
114380	8/17/2022	50627	TOP SCALE, INC.	62029	1/4/2021	9/15 THERMOMETER CALIBR	193.51	193.51
114381	8/17/2022	38250	TOPS N BARRICADES	1094215	5/25/2022	GUARD RAIL, GUARD RAIL PC	3,024.61	
				1095037	7/15/2022	6/22-7/15 CHNGBLE MSG SIG	2,580.00	5,604.61
114382	8/17/2022	45665	TRIMAX SYSTEMS, INC.	0030893-IN	6/24/2022	6/10 TRBLSHT/RPRS @ WELL	2,516.49	2,516.49
114383	8/17/2022	49778	WEST COAST ARBORIST, INC	187973	6/22/2022	6/22 TREE MAINT @ LLMD	9,294.50	
				186517	5/15/2022	PE5/15 TREE MAINT @ PARK:	2,812.00	
				187939	6/21/2022	6/21 TREE MAINT @ LLMD	1,352.00	
				187940	6/23/2022	6/23 TREE MAINT @ LLMD	1,144.00	
				187937	6/20/2022	6/20 TREE MAINT @ LLMD	468.00	
				187934	6/16/2022	6/16 TREE MAINT @ LLMD	280.00	
				187941	6/24/2022	6/24 TREE MAINT @ LLMD	260.00	
				187943	6/28/2022	6/28 TREE MAINT @ LLMD	180.00	
				187942	6/27/2022	6/27 TREE MAINT @ LLMD	160.00	
				187935	6/30/2022	6/17 TREE MAINT @ LLMD	140.00	16,090.50
114384	8/17/2022	54433	WEX ENTERPRISE EXXONMC	82586320	7/23/2022	ACC 0496-00-726338-7, 6/24-7	4,173.40	4,173.40
114385	8/17/2022	54719	YUNEX LLC	5620040575	7/26/2022	JUNE2022 TRAFFIC SIGNAL C	3,465.00	
				5610281232	7/22/2022	JUNE2022 TRAFFIC SIGNAL M	1,978.25	5,443.25
Sub total for WELLS FARGO BANK:								302,576.62

33 checks in this report.

Grand Total All Checks: 335,231.55

Date: August 17, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -4

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
856	8/17/2022	53291	ANGENIOUS ENGINEERING 19-07A-021	7/31/2022	PE7/31 AVE 50 BRIDGE	111,830.34	111,830.34
857	8/17/2022	53958	ATLAS TECHNICAL 688076	7/29/2022	PE7/29 PUEBLO VIEJO SUST	3,500.50	3,500.50
858	8/17/2022	45929	BECK OIL, INC. 55628CL	7/31/2022	PE7/31 STREETS DEPT FUEL	1,085.33	
			55670CL	7/31/2022	PE7/31 SANITARY DEPT FUEL	927.42	
			55633CL	7/31/2022	PE7/31 PARKS DEPT FUEL	673.13	
			55659CL	7/31/2022	PE7/31 CODE ENF DEPT FUE	587.71	
			55650CL	7/31/2022	PE7/31 VEHICLE MAINT DEPT	476.89	
			55622CL	7/31/2022	PE7/31 ENG DEPT FUEL	358.49	
			55624CL	7/31/2022	PE7/31 LLMDEPT FUEL	252.37	
			55678CL	7/31/2022	PE7/31 BLDG MAINT DEPT FL	227.44	
			55679CL	7/31/2022	PE7/31 ADMIN DEPT FUEL	137.37	
			55651CL	7/31/2022	PE7/31 SENIOR CNTR FUEL	133.70	4,859.85
859	8/17/2022	53627	CANNON DESIGN, INC. 223506	8/9/2022	PE7/31 FIRE STATION REHAB	2,748.00	2,748.00
860	8/17/2022	43672	DESERT VALLEY SERVICES IN576271	7/12/2022	NITRILE GLOVES, LINER, URI	779.24	
			576656	7/18/2022	COG CLEANER	158.53	
			576475	7/14/2022	APPLIED CREDIT #576659	67.60	1,005.37
861	8/17/2022	51818	GOVERNMENTJOBS.COM, IN(INV-29471	8/3/2022	JL2022/23 SBSCRPTN/SETUP	6,967.50	6,967.50
862	8/17/2022	00207	GRAINGER INC 9371699191	7/11/2022	INJECTION CHECK/BACK PRI	813.70	
			9394386784	7/29/2022	CHAIN WRENCH	183.72	
			9374946201	7/13/2022	AC ADAPTER	84.64	
			9376987245	7/14/2022	FLOOR SAFETY SIGN	55.77	
			9403571780	8/8/2022	JAW COUPLING INSERT	32.30	1,170.13
863	8/17/2022	00996	HOME DEPOT 5170442	8/10/2022	RIDGID FILTER, 3" ALUM LINE	476.88	
			6160712	7/20/2022	SS BIRD SPIKE, SUPREME SI	328.29	
			2014850	7/14/2022	SDS DHAND ROT HAMMER, E	241.38	
			8010197	7/18/2022	20LB QUIKRETE ANCHORING	104.27	
			4090672	7/12/2022	ADJ SPRING HINGE, PARAWE	46.95	1,197.77
864	8/17/2022	00101	MUNISERVICES/AVENU INV06-014698	8/4/2022	CLEARVIEW/STARS 2022 SVC	300.00	300.00
865	8/17/2022	42525	MUSCO SPORTS LIGHTING, L367324	7/15/2022	AUG2022-23 CONTROL LINK :	475.00	475.00
866	8/17/2022	49479	POLYDYNE INC. 1662519	7/29/2022	CLARIFLOC WE-1238	4,400.95	4,400.95
867	8/17/2022	53552	QUENCH USA, INC. INV04165574	7/1/2022	AC D347651, JULY2022 RNTL,	40.89	40.89

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
868	8/17/2022	53736	RG2 MANAGEMENT LLC	3176	8/9/2022 WE 8/7: M. MENDEZ+S. VALEI	3,299.63	
				3171	8/2/2022 WE 7/31: M. MENDEZ+S. VALI	2,693.26	
				3168	7/25/2022 WE 7/24: K. MEDINA	1,080.00	
				3178	8/9/2022 WE 8/7: K. MEDINA	1,080.00	
				3173	8/2/2022 WE 7/31: K. MEDINA	1,003.05	
				3170	8/2/2022 WE 7/31: A. REYES+R. RUBIO	976.50	
				3177	8/9/2022 WE 8/7: F. HERNANDEZ	924.00	
				3172	8/2/2022 WE 7/31: F. HERNANDEZ	768.00	
				3175	8/9/2022 WE 8/7+14: R. RUBIO	630.00	12,454.44
869	8/17/2022	48436	UNIVAR SOLUTIONS USA INC.50433985	7/27/2022	SODIUM HYPOCHLORITE	10,954.28	10,954.28
870	8/17/2022	50629	VINTAGE ASSOCIATES, INC	225578	7/14/2022 WCP CONE PLANTERS	2,715.30	
				225545	7/20/2022 INSTLL'D PLANTS @ AVE 53	495.00	3,210.30
871	8/17/2022	50555	VORTEX AQUATIC STRUCTUF52209	7/28/2022	SMARTFLOW LOGICS CONTF	5,382.00	5,382.00
872	8/17/2022	51697	WESTERN WATER WORKS SI1405289-00	7/29/2022	ZENNER BREAKAWAY HYD LI	361.48	361.48
873	8/17/2022	00384	WILLDAN FINANCIAL SERVICE010-51964	7/29/2022	FY22/23 LANDSCAPE & LIGHT	8,750.00	
				010-51995	7/29/2022 FY22/23 SEWER DISTRICT AC	2,500.00	11,250.00
874	8/17/2022	53596	XTREME HEATING AND AIR	2294	7/15/2022 INSTLL'D 4 TON HEAT PUMP :	11,450.00	
				2303	7/27/2022 INSTLL'D DUCTLESS SPLIT @	2,270.00	13,720.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							195,828.80

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114386	8/17/2022	52086	ABUNDANT LIFE CHURCH Refund	8/8/2022	REFUND OF BGDMA COMMU	654.00	654.00
114387	8/17/2022	53760	ACCURATE OVERHEAD DOOF140774	7/18/2022	7/7 TRBLSHT/RPR'D DOORS (3,970.72	
			140773	7/15/2022	7/14 TRBLSHT/RPR'D DOOR (1,126.81	5,097.53
114388	8/17/2022	48977	ADT COMMERCIAL	146234101	7/5/2022	AUG2022 ALARM/EXT SVC PF	1,190.16
				146231117	7/5/2022	ADDTNL EQUIP/LABOR CHRC	713.09
				146234102	7/5/2022	AG-OT2022 ALARM/EXT SVC	624.25
				146234100	7/5/2022	AG-OT2022 ALARM/EXT SVC	432.05
				146234103	7/5/2022	AG-OT2022 ALARM/EXT SVC	232.01
				146234105	7/5/2022	AG-OT2022 ALARM/EXT SVC	179.85
				146234104	7/5/2022	AUG2022 CELL/EXT SVC PRC	32.08
							3,403.49
114389	8/17/2022	54339	AEC TECHNOLOGIES 2022 Renewal	8/16/2022	2022 REVU EXTREME MAINT/	1,668.00	1,668.00
114390	8/17/2022	46835	AIR AND HOSE SOURCE, INC. 471100	7/27/2022	PRESSURE WASHER HOSE A	145.06	145.06
114391	8/17/2022	01436	AMERICAN FORENSIC NURSE76225	7/22/2022	JULY2022 BLOOD DRAWS+DF	434.10	
			76312	8/11/2022	JULY2022 BLOOD DRAWS	122.44	556.54
114392	8/17/2022	42837	ARAMARK UNIFORM SERVICEJULY2022	7/31/2022	PE7/31 UNIFORMS, MATS & T	3,002.31	
			JULY2022 SAN	7/31/2022	PE7/31 UNIFORMS, MATS & G	1,181.40	
			JULY2022 CC	7/31/2022	PE7/31 MATS & MOPS	558.68	4,742.39
114393	8/17/2022	42837	ARAMARK UNIFORM SERVICE24763233	7/21/2022	ENHANCED VIS BASEBALL C,	241.63	241.63
114394	8/17/2022	50867	ARCTIC GLACIER USA, INC. M530006511	8/2/2022	16LB ICE BAGS (18)	43.56	
			M530006504	7/28/2022	16LB ICE BAGS (16)	42.56	
			M530006534	8/8/2022	16LB ICE BAGS (10)	24.20	110.32
114395	8/17/2022	02187	BENLO R.V. II 13286	7/29/2022	8GAL PROPANE	46.81	46.81
114396	8/17/2022	43862	BRENNTAG PACIFIC, INC BPI260760	7/28/2022	CHEMCHLOR SODIUM HYPOI	3,643.01	
			BPI260759	7/28/2022	CHEMCHLOR SODIUM HYPOI	1,672.20	
			BPI342749	7/28/2022	7/28 DRUM RETURN	-160.00	
			BPI342748	7/28/2022	7/28 DRUM RETURN	-595.00	4,560.21
114397	8/17/2022	50977	BRISAS AIR CONDITIONING IM11712	7/28/2022	INSTLL'D 4 TON H/P UNIT @ /	11,400.00	11,400.00
114398	8/17/2022	02048	CDW GOVERNMENT, INC. BT88744	8/1/2022	INTEL X540-T2 10GBE PCIE D	1,877.98	1,877.98
114399	8/17/2022	54779	CELAYA, CLARISSA Scholarship	8/10/2022	2022 YOUTH FOOTBALL SCH	75.00	75.00
114400	8/17/2022	54606	CITYGROWS 1071	5/9/2022	2022 ANNUAL CITYGROWS S	4,999.00	4,999.00
114401	8/17/2022	01072	CLASSIC AUTO TRANSPORT 67097	7/21/2022	7/21 UNLOCK EVIDENCE VEH	50.00	50.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114402	8/17/2022	53220	COACHELLA ACE HARDWARE	3995/1	7/19/2022	TANDEM 31QT COMBO, FLOC	139.27	
				4019/1	7/24/2022	BATTERY PHOTO CR2 & POC	50.00	
				4052/1	7/27/2022	CM TORX ST 7PC T THROUG	45.66	
				3973/1	7/12/2022	CORD EXTN 25'	40.22	
				4076/1	8/1/2022	SPRY PNT/PRMR HGLS BLK,	27.06	
				4006/1	7/21/2022	CD NCKL BELT SNAP, ETC	26.17	
				3955/1	7/11/2022	COUPLE 1/2" SXS SCH40, ETC	23.22	
				4125/1	8/10/2022	CARWASH ZIP LIQ, ETC	20.63	
				4024/1	7/25/2022	1/2" COMP CONN, REDUC WA	18.41	
				3977/1	7/14/2022	BATTERY ALKLN AAA	16.30	
				4032/1	7/26/2022	FUSE ELECT EQUIP	15.20	
				3974/1	7/13/2022	MINI TOGGLE BOLTS, ETC	11.67	
				4043/1	7/26/2022	SPRING SNAP & S-BINER BLK	7.05	440.86
114403	8/17/2022	44488	COMCATE	7862	6/1/2022	AG2022-23 CODE ENF MGR+	11,072.26	11,072.26
114404	8/17/2022	44959	COMPUTER CONSULTANTS, I	35158	8/15/2022	SP2022-AG2023 RECOVERY E	6,120.00	6,120.00
114405	8/17/2022	54137	CONSERVE LANDCARE LLC	117954	7/31/2022	JULY2022 LNDSCPE MAINT @	43,000.00	
				118833	7/31/2022	7/22 LNDSCPE ENHANCEMEN	6,700.00	
				118835	7/31/2022	7/31 PLANT RPLCMNT @ DIS	720.00	
				118834	7/31/2022	7/12 EMERGENCY CLEAN-UP	405.00	
				118836	7/31/2022	7/15 RPR'D IRRGTN @ DIST 1	224.00	51,049.00
114406	8/17/2022	09950	CVWD	July 2022	8/1/2022	CN 332543, JULY2022 WELL F	59,087.95	59,087.95
114407	8/17/2022	02276	CWEA/CORBS	7/9 Dnr	8/15/2022	7/9 AWARDS DINNER: R. HUE	90.00	90.00
114408	8/17/2022	01089	DESERT ELECTRIC SUPPLY	S2994266.001	7/19/2022	DABMAR D3400-LED60-B BOL	1,895.37	
				S2994261.001	7/19/2022	DABMAR D3400-LED60-B BOL	1,263.58	
				S2991216.001	7/19/2022	120W CV & CC LED DRIVER, I	728.56	
				S2991216.002	7/19/2022	120W 90-305V-IN 36V-OUT CC	687.82	
				S2998715.001	7/27/2022	LED HID REPLACEMENT	573.86	
				S2998558.001	7/26/2022	LED HID REPLACEMENT	511.73	
				S2998564.001	7/25/2022	KLEIN 60407RL HARD HAT/HE	141.35	5,802.27
114409	8/17/2022	13700	DEWEY PEST CONTROL INC.	15244794	7/20/2022	AC2028126, INITIAL SVC, 1500	240.00	240.00
114410	8/17/2022	14860	E. K. WOOD LUMBER COMPAI	505369	7/28/2022	GRN MARK PAINT	32.52	
				505328	7/26/2022	SAFE GLASSES/TINT LENS	11.41	43.93
114411	8/17/2022	15750	FEDEX	7-849-20698	8/12/2022	AUG2022 FEDEX SVCS	6.29	6.29
114412	8/17/2022	51494	GARDA CL WEST, INC.	20536556	7/31/2022	JULY2022 EXCESS LIABILITY/	535.91	
				20536564	7/31/2022	JULY2022 EXCESS PREMISE	119.14	655.05

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114413	8/17/2022	01864	HAAKER EQUIPMENT COMPAC1A05V	7/26/2022	8' FOAM FILLED POL, POLE C	679.69	679.69
114414	8/17/2022	20450	IMPERIAL IRRIGATION DISTRI	50387122-JL22	8/8/2022	AC50387122, 7/1-8/1, SEWER	39,435.16
			50035560-JL22	8/2/2022	AC50035560, 6/29-7/28, ST LIC	21,124.38	
			50705542-JL22	8/5/2022	AC50705542, 7/1-8/1, PERMIT	3,067.61	
			50509172-JL22	8/5/2022	AC50509172, 7/1-8/1, CORP Y,	3,031.90	
			50705544-JL22	8/5/2022	AC50705544, 7/1-8/1, PERMIT	149.36	
			50416425-JL22	8/5/2022	AC50416425, 7/2-8/2	130.20	
			50035734-JL22	8/5/2022	AC50035734, 7/2-8/2, CVHS PI	78.59	
			50404155-JL22	8/5/2022	AC50404155, 7/2-8/2	78.33	
			50404153-JL22	8/5/2022	AC50404153, 7/2-8/2	75.18	
			50734422-JL22	8/5/2022	AC50734422, 7/2-8/2	54.72	
			50217597-JL22	8/5/2022	AC50217597, 7/1-8/1	46.15	
			50035836-JL22	8/5/2022	AC50035836, 7/1-8/1, WELL #1	39.72	
			50733502-JL22	8/5/2022	AC50733502, 7/2-8/2	27.68	
			50487676-JL22	8/5/2022	AC50487676, 7/1-8/1, LIFT STA	14.95	
			50516108-JL22	8/5/2022	AC50516108, 7/2-8/2	13.50	
			50404154-JL22	8/5/2022	AC50404154, 7/2-8/2	13.30	
			50527782-JL22	8/5/2022	AC50527782, 7/2-8/2	12.34	67,393.07
114415	8/17/2022	45108	IMPERIAL SPRINKLER SUPPL	5184833-00	7/20/2022	HUNTER ULTRA 4" POP-UP AI	1,431.91
				5210042-00	7/20/2022	HUNTER ULTRA 4" POP-UP AI	925.37
				5208805-00	7/19/2022	DIG MICROPWR SOLENOID, I	440.35
				5219666-00	7/27/2022	RAINBIRD 1" BRASS INLINE V	306.81
				5184776-01	7/13/2022	JUMBO VALVE BOX CVR	261.96
				5199640-00	7/13/2022	2 1/2" SLIP FIX REPAIR COUP	165.48
				5222966-00	7/29/2022	RAINBIRD 1" PLASTIC INLINE	147.50
				5209825-00	7/20/2022	HUNTER MP ROTATOR 90-210	110.82
				5213250-00	7/22/2022	FERTBEST AMMONIUM SULF.	103.34
				5188092-00	7/25/2022	HUNTER MP ROTATOR, ETC	92.50
				5207659-00	7/19/2022	1/2" 90 ELL SCH40 PVC, ETC	61.29
				5209825-01	7/27/2022	HUNTER MP ROTATOR 210-2	55.41
				5213512-00	7/22/2022	RAINBIRD 4" POP-UP BODY, I	45.94
				5215171-00	7/25/2022	THREADED GOOF PLUG, ETC	42.13
				5223374-00	7/29/2022	1" SCH40 PVC PIPE, ETC	34.82
				5222715-00	7/29/2022	GEL KNEE PAD	32.61
				5208749-00	7/19/2022	BUG EMMITER W/ 1032 THRE	31.12
							4,289.36

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114416	8/17/2022	02301	INDIO COLLISION	49637	7/18/2022	BODY REPAIR ON 2020 FORC	1,250.81	1,250.81
114417	8/17/2022	53425	IVAN'S BLINDS AND MORE	3315938	7/21/2022	RPR'D SHADE @ PERMIT CN'	129.00	129.00
114418	8/17/2022	47328	KONICA MINOLTA	40516067	8/2/2022	ACC 061-0042081-000, AUG20	67.43	67.43
114419	8/17/2022	01019	LA PRENSA HISPANA INC	745	8/9/2022	8/12+19 AD: INV BIDS- BGDMA	1,920.00	1,920.00
114420	8/17/2022	02162	LOWE'S COMPANIES, INC.	27522	7/28/2022	SCHU 750-WATT INVERTER, I	323.21	323.21
114421	8/17/2022	52757	OLLIN STRATEGIES	303	8/15/2022	AUG2022 CONSULTING SVCS	5,000.00	5,000.00
114422	8/17/2022	47192	O'REILLY AUTO PARTS	2855-460270	7/12/2022	BATTERY (15)	763.62	
				2855-459917	7/11/2022	RADIATOR & RADIATOR CAP	169.19	
				2855-461914	7/18/2022	BLOWER MOTOR	123.09	
				2855-464628	7/27/2022	SOLENOID	42.58	
				2855-464565	7/27/2022	STRTR SOL	42.24	
				2855-460814	7/14/2022	14OZ BRAKE CLNR	39.02	
				2855-462530	7/20/2022	TAIL LAMP	38.92	
				2855-460843	7/14/2022	TERMINAL KIT	31.52	
				2855-460445	7/13/2022	A/C SEAL KIT	25.77	
				2855-464631	7/27/2022	FLOOR MATS	25.00	
				2855-459877	7/11/2022	3PK PAPER & VENT CLIP	18.66	
				2855-460731	7/14/2022	CABIN FILTER	10.23	
				2855-462449	7/20/2022	OIL FILTER	7.33	
				2855-464627	7/27/2022	STRTR SOL	-42.24	1,294.93
114423	8/17/2022	49099	OTIS ELEVATOR COMPANY	100400852967	7/18/2022	AG-JA2023 MAINT SVCS: COF	1,772.94	1,772.94
114424	8/17/2022	02028	PETE'S ROAD SERVICE, INC.	599948-00	7/12/2022	SVC CALL: BACKHOE FLAT R	950.98	
				603857-00	7/26/2022	MOUNT/BALANCE NEW TIRE	173.83	
				600717-00	7/14/2022	FLAT REPAIR	31.61	1,156.42
114425	8/17/2022	52596	PLANIT PRINTWORKS	914964	8/9/2022	PLANS- BGDMA PK COURT IM	207.66	207.66
114426	8/17/2022	42759	PROPER SOLUTIONS, INC.	13582	8/5/2022	WE 8/5: ARELLANO+LOPEZ	2,220.00	2,220.00
114427	8/17/2022	51869	REIGN INDUSTRIES INC.	RI 2204 CWA	8/2/2022	TRBLSHT/RPR'D VFD @ WEL	4,225.31	4,225.31
114428	8/17/2022	47658	RUIZVA L. PEST CONTROL	123	7/25/2022	JULY2022 SVCS @ FIRE STAT	65.00	65.00
114429	8/17/2022	35450	SOCALGAS	1540 7th-JL22	7/28/2022	AC 008 423 3900 4, 6/24-7/26	111.32	
				1377 6th-JL22	7/28/2022	AC 012 623 3701 5, 6/24-7/26	77.48	
				87075Av54-JL22	7/28/2022	AC 123 573 5834 5, 6/24-7/26	77.48	
				1515 6th-JL22	7/28/2022	AC 031 523 3700 6, 6/24-7/26	25.73	
				84626Bag-JL22	7/28/2022	AC 153 323 6215 9, 6/24-7/26	19.76	
				1500 6th-JL22	7/28/2022	AC 020 678 1257 4, 6/24-7/26	16.57	
				BagPool-JL22	7/28/2022	AC 069 323 6500 7, 6/24-7/26	15.78	344.12

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114430	8/17/2022	52595	STAPLES BUSINESS CREDIT	7362053391-0-1	8/1/2022	SPLS REC COPY CS, SHARPI	199.28
				7361584233-0-1	7/25/2022	OPTIMA COMPACT STAPLER,	65.22
				7358623163-2-1	7/11/2022	MESH ORGANIZER	22.07
							286.57
114431	8/17/2022	54550	TBU INC.	48201	8/1/2022	8/1 EMRGNCY WTR LEAK RP	5,062.20
114432	8/17/2022	38250	TOPS N BARRICADES	1095097	7/20/2022	PAINT YELLOW RDRY WP, ET	1,949.89
				1094987	7/13/2022	PAINT RED STRIPING	972.23
				1095007	7/14/2022	PAINT RED STRIPING	972.23
				1095085	7/20/2022	PAINT RED STRIPING, ETC	602.48
							4,496.83
114433	8/17/2022	38800	UNDERGROUND SERVICE ALI	720220112	8/1/2022	JULY2022- 46 NEW TICKETS+	90.50
				22-2300094	8/1/2022	CA STATE FEE FOR REGULA	33.73
							124.23
114434	8/17/2022	43751	USA BLUEBOOK	060325	7/28/2022	GATOR GRIP SOCKET	777.01
				052389	7/21/2022	BLEED VALVE 3/8' OD TUBINC	215.86
				058798	7/27/2022	ROD KEY 5' 1/2' SLOT	124.56
							1,117.43
114435	8/17/2022	44966	VERIZON WIRELESS	9912386480	8/1/2022	AC371867190-00002, 7/2-8/1	281.66
114436	8/17/2022	44775	VISTA PAINT CORPORATION	2022-628612-00	7/18/2022	FLUID PUMP PROTECTOR & I	127.71
							127.71
114437	8/17/2022	49778	WEST COAST ARBORIST, INC	188308	7/15/2022	PE7/15 TREE MAINT @ PARK:	3,210.00
				188310	7/15/2022	PE7/15 TREE MAINT @ STRE	2,800.50
				188341	7/15/2022	7/15 TREE MAINT @ LLMD	2,016.00
				188337	7/12/2022	7/12 TREE MAINT @ LLMD	1,875.00
				188331	7/7/2022	7/7 TREE MAINT @ LLMD	285.00
							10,186.50
114438	8/17/2022	54789	ZEPEDA, ANGEL	Scholarship	8/2/2022	2022 YOUTH FOOTBALL SCH	75.00
							75.00
114439	8/17/2022	42100	ZUMAR INDUSTRIES INC	97263	7/26/2022	NO PKNG BKE LN VRT, ETC	1,543.45
				97225	7/15/2022	30" HD ANCHOR	1,238.10
				97226	7/15/2022	30" HD ANCHOR	1,238.10
				97338	7/29/2022	SNS (ROUTER) PER COACHE	1,017.07
				97276	7/27/2022	SLOW DIP AHEAD SIGN	484.61
							5,521.33
Sub total for WELLS FARGO BANK:							293,853.98

73 checks in this report.

Grand Total All Checks: 489,682.78

Date: August 17, 2022



Finance Director: Nathan Statham

apChkLst
08/18/2022 10:56:41AM

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>
875	7/26/2022	52204	TPX COMMUNICATIONS	159352225-0	7/16/2022 AC33325, 7/16-8/15, ONLINE F	4,879.42	4,879.42
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							4,879.42

1 checks in this report.

Grand Total All Checks: 4,879.42

Date: July 26, 2022



Finance Director: Nathan Statham

apChkLst
08/17/2022 5:41:07PM

Check List
City of Coachella

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>
114440	8/17/2022	09600	COACHELLA VALLEY UNIFIED2022/207	6/30/2022	FY21/22 CROSS GUARD SVC:	54,944.36	54,944.36
Sub total for WELLS FARGO BANK:							54,944.36

1 checks in this report.

Grand Total All Checks: 54,944.36

Date: August 17, 2022



Finance Director: Nathan Statham

apChkLst
08/18/2022 10:09:48AM

Check List
City of Coachella

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>
114441	8/18/2022	54760 LOPEZ, LORENA	Ref000227981	8/1/2022	UB Refund Cst #00001374	77.92	77.92
Sub total for WELLS FARGO BANK:							77.92

1 checks in this report.

Grand Total All Checks: 77.92

Date: August 18, 2022



Finance Director: Nathan Statham

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>	
876	8/24/2022	44307	CIVICPLUS LLC	229866	6/9/2022	PDF SUPPLEMENT PGS (COI	2,525.00	2,525.00
877	8/24/2022	52784	THE PUN GROUP LLP	113456	7/31/2022	FY21/22 AUDIT SVCS BILLING	20,000.00	20,000.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								22,525.00

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114442	8/24/2022	07950	CITY OF COACHELLA	1279 6th-JN22	6/30/2022	1279 6TH ST, JUNE2022, 0005	187.50	187.50
114443	8/24/2022	02019	COUNTY OF RIVERSIDE SHEF	SH0000041633	6/30/2022	FY21/22 RMS/CLETS SVCS	44,529.00	44,529.00
114444	8/24/2022	09650	CVAG	CV22142-22	3/7/2022	FY21/22 CV HOUSING FIRST I	100,000.00	
				CV22036-21	7/21/2021	FY21/22 ALAN SEMAN BUS PA	3,000.00	103,000.00
114445	8/24/2022	42219	DELL FINANCIAL SERVICES	10591407543	6/14/2022	DELL LATITUDE 3520	9,009.56	
				10591407551	6/14/2022	DELL LATITUDE 3520	9,009.56	18,019.12
114446	8/24/2022	53007	DESERT PROMOTIONAL &	80833	10/12/2021	POLOS & CARDIGANS W/ EM	339.30	
				82455	11/22/2021	CLEAR ACRYLIC W/ BASE	326.25	
				81627	10/12/2021	JACKETS & POLOS W/ EMBR	204.45	870.00
114447	8/24/2022	52125	TAG/AMS, INC.	2814649	8/8/2022	JUNE2022 DRUG TESTING	85.00	85.00
114448	8/24/2022	37600	THE DESERT SUN PUBLISHIN	0004728643	6/30/2022	JUNE2022 PUBLISHED ADS	4,180.20	4,180.20
114449	8/24/2022	47102	URBAN FUTURES, INC.	CD-2021-021	6/6/2022	FY20/21 DISCLOSURE & COM	13,700.00	13,700.00
Sub total for WELLS FARGO BANK:								184,570.82

10 checks in this report.

Grand Total All Checks: 207,095.82

Date: August 24, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
878	8/24/2022	45929	BECK OIL, INC.	55630CL	7/31/2022	PE7/31 WATER DEPT FUEL	916.85
				56043CL	8/15/2022	PE8/15 GRAFFITI DEPT FUEL	207.42
879	8/24/2022	43672	DESERT VALLEY SERVICES	IN578534	8/10/2022	CARPET EXTRACTION SOLU	157.02
				578529	8/10/2022	S/O HOSE SUCTION	71.39
880	8/24/2022	53799	ENTERPRISE FM TRUST	FBN4538317	8/3/2022	AUG2022 LEASE CHRGS ('20/	10,890.85
881	8/24/2022	49901	MARRON, LOURDES	Edu Reimb	8/12/2022	FY22/23 EDUCATION REIMBU	1,109.66
882	8/24/2022	52802	RED WING BUSINESS ADVAN	20220811003432	8/11/2022	7/28, 8/3+8 EMPLOYEE WORK	815.53
883	8/24/2022	53736	RG2 MANAGEMENT LLC	3182	8/15/2022	WE 8/14: A. REYES	299.25
884	8/24/2022	54432	US BANK N.A.	2057847	8/12/2022	COACHELLA SDW REF BDS 2	60,691.25
885	8/24/2022	53596	XTREME HEATING AND AIR	2310	8/10/2022	RPLC'D CONDENSER FAN MC	1,275.00
				2304	8/5/2022	RE-ROUTE SUPPLY & RETUR	920.00
				2305	8/4/2022	RPLC'D RUN CAPACITORS @	217.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							77,571.22

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114450	8/24/2022	50599	ARC IMAGING RESOURCES B20401	8/19/2022	JL2022/23 SVC MAINT: CR359	1,555.00	1,555.00
114451	8/24/2022	50867	ARCTIC GLACIER USA, INC. M530006540	8/16/2022	16LB ICE BAGS (16)	38.72	38.72
114452	8/24/2022	44494	BURRTEC WASTE & RECYCLIBD 8/1/22	8/1/2022	AC 44-BS 405340, 85075 AVE :	65.38	65.38
114453	8/24/2022	01684	C.V. ECONOMIC PARTNERSHI10/31 Summit	8/22/2022	2022 ECONOMIC SUMMIT SP	3,000.00	3,000.00
114454	8/24/2022	02048	CDW GOVERNMENT, INC. BW91266	8/5/2022	EDGE TECH 8GB DDR4-2666	49.09	49.09
114455	8/24/2022	53426	CELL BUSINESS EQUIPMENT 77378065	8/20/2022	ACC 1338330, 8/15-9/14, SHAF	581.50	581.50
114456	8/24/2022	53530	CHABOLLA, JESUS Edu Reimb	8/18/2022	FY22/23 EDUCATION REIMBU	105.00	105.00
114457	8/24/2022	53220	COACHELLAACE HARDWARE4094/1	8/4/2022	WHEEL & FG STA-PIN	31.70	31.70
114458	8/24/2022	44959	COMPUTER CONSULTANTS, 135184	8/20/2022	7/25 CYBERKEY CABLING @ :	389.25	389.25
114459	8/24/2022	01924	CONSOLIDATED ELECTRICAL3298-1013576	8/2/2022	LMP	750.27	750.27
114460	8/24/2022	11800	COUNTY OF RIVERSIDE AN0000002523	8/22/2022	JULY2022 ANL SHLTR+FIELD+	39,583.83	39,583.83
114461	8/24/2022	49858	CV PIPELINE CORP. S2953	8/18/2022	8/17 VIDEO PIPE INSPECTION	550.00	550.00
114462	8/24/2022	44036	DE LAGE LANDEN PUBLIC 77288855	8/12/2022	ACC #1338330, COLOR COPIE	216.41	216.41
114463	8/24/2022	52970	DESERT POOL SPECIALISTS, 127143	8/1/2022	AUG2022 FOUNTAIN SVCS	400.00	400.00
114464	8/24/2022	53007	DESERT PROMOTIONAL & 87380	8/5/2022	PANELS- CODE ENFORCEME	156.60	156.60
114465	8/24/2022	13700	DEWEY PEST CONTROL INC. 15281960	8/1/2022	AC2012540, AUG2022, 51301	1,200.00	
			15281961	8/1/2022	AC2012536, AUG2022, 48400 '	1,200.00	
			15286322	8/1/2022	AC1281218, AUG2022, 51251	900.00	
			15286321	8/1/2022	AC1281215, AUG2022, SIERR,	301.00	
			15272711	8/1/2022	AC1450610, AUG2022, DE OR	160.00	
			15265921	8/1/2022	AC103361, AUG2022, SENIOR	80.00	
			15272701	8/1/2022	AC1434611, AUG2022, DIST 3:	60.00	3,901.00
114466	8/24/2022	44713	FARMER BROTHERS CO. 95671972	8/8/2022	COFFEE, CREAMER, HOT CU	557.53	557.53
114467	8/24/2022	51141	FENCEWORKS RENTAL SYST 132987	8/9/2022	8/9-11/1 INSTLLTN+3MO FENC	3,368.52	
			132894	8/1/2022	8/1-9/1 TEMP FENCE RNTL @	594.00	3,962.52
114468	8/24/2022	53854	GRANITE TELECOMMUNICATI570052722	8/1/2022	AC 04418223, AUG2022 SVCS	821.10	821.10
114469	8/24/2022	43719	HERRERA, JUAN 8/14 Reimb	8/18/2022	REIMBURSEMENT OF WORK	323.22	323.22
114470	8/24/2022	20450	IMPERIAL IRRIGATION DISTRI50853498-JL22	7/18/2022	AC50853498, 6/29-7/12	41.26	41.26
114471	8/24/2022	45108	IMPERIAL SPRINKLER SUPPL'5227387-00	8/2/2022	RAINBIRD 12 STATION CONTI	214.25	
			5233503-00	8/5/2022	CHAPIN SURESPRAY 3GAL P	59.80	
			5209825-02	8/5/2022	HUNTER MP ROTATOR 90-21	55.41	
			5224938-00	8/1/2022	PRTHUNT DIAPHRAGM ASSY	38.88	368.34
114472	8/24/2022	02301	INDIO COLLISION 49691	8/8/2022	BODY REPAIR ON 2021 FORC	1,311.31	
			49695	8/10/2022	BODY REPAIR ON 2021 FORC	746.60	2,057.91
114473	8/24/2022	50159	IWORQ SYSTEMS 198233	8/1/2022	SP2022-AG2023 INTERNET SI	9,983.00	9,983.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114474	8/24/2022	45051	LAMAR OF PALM SPRINGS	113893882	8/8/2022	8/8-9/4 POSTER ADVERTISING	1,200.00	1,200.00
114475	8/24/2022	24600	LOPES HARDWARE	010793	8/22/2022	PADLOCKS	443.44	
				010595	7/27/2022	HOSE, PAINT BRUSHES, UTIL	294.70	738.14
114476	8/24/2022	54792	LUCERO, GLORIA	Deposit	8/18/2022	DEPOSIT REFUND- 8/9 LIBRA	300.00	300.00
114477	8/24/2022	54725	MARCUS NETWORKING	53114	8/22/2022	DATTO RMM	420.00	420.00
114478	8/24/2022	54793	MEDINA, JESUS	Deposit	8/18/2022	DEPOSIT REFUND- 8/13 LIBR	300.00	300.00
114479	8/24/2022	47192	O'REILLY AUTO PARTS	2855-466007	8/1/2022	NEW COMPRESS & MICRO-V	264.81	
				2855-466774	8/4/2022	BATTERY	139.35	
				2855-467914	8/8/2022	STARTER	112.43	
				2855-466295	8/2/2022	BATTERY	95.72	
				2855-466627	8/3/2022	FLOOR DRY	69.56	
				2855-466903	8/4/2022	A/C SEAL KT	25.77	
				2855-467921	8/8/2022	FUEL CAP	18.39	
				2855-466882	8/4/2022	FUEL CAP	12.26	738.29
114480	8/24/2022	49989	PAUL ASSOCIATES	86197	8/9/2022	BUSINESS CARDS: N. GALAR	124.82	124.82
114481	8/24/2022	02028	PETE'S ROAD SERVICE, INC.	606076-00	8/3/2022	MOUNT/BALANCE NEW TIRE	123.43	
				606401-00	8/4/2022	FLAT REPAIR	31.61	
				606603-00	8/5/2022	FLAT REPAIR	31.61	186.65
114482	8/24/2022	42759	PROPER SOLUTIONS, INC.	13607	8/12/2022	WE 8/12: ARELLANO+LOPEZ	1,803.00	1,803.00
114483	8/24/2022	52344	QUADIENT FINANCE USA, INCCD	8/12/22	8/12/2022	JULY-AUG2022 POSTAGE BY	3,050.66	3,050.66
114484	8/24/2022	48608	REYES COCA-COLA BOTTLING	11022213075	8/3/2022	DASANI BOTTLED WATER	354.00	354.00
114485	8/24/2022	00382	SAFEGUARD BUSINESS SYSTEMS	035080123	8/17/2022	LASER L6 BLANK CK GREEN	403.60	403.60
114486	8/24/2022	54643	SCOTT BURCH DESIGN	0000577	8/18/2022	THE SUMMIT 1/2 PG AD	150.00	150.00
114487	8/24/2022	52595	STAPLES BUSINESS CREDIT	7360926789-0-1	7/15/2022	AVY LSR LBL 3000PK	56.20	
				7360918834-0-1	7/14/2022	SPLS 5TAB REINF HANG LGL	45.60	
				7359926141-1-1	7/13/2022	SHARPIE FINE, POST-IT NOT	-47.49	54.31
114488	8/24/2022	38250	TOPS N BARRICADES	1095329	8/4/2022	YELLOW STRIPING PAINT & F	2,494.62	2,494.62
114489	8/24/2022	50590	TOUCHTONE COMMUNICATIONS	1878048	8/1/2022	AC 1100006871, AUG2022	6.84	6.84
114490	8/24/2022	44966	VERIZON WIRELESS	9912386479	8/1/2022	AC371867190-00001, 7/2-8/1	6,046.55	6,046.55
114491	8/24/2022	44775	VISTA PAINT CORPORATION	2022-677383-00	8/22/2022	COVERALL EXT FLAT WHITE	487.64	
				2022-671166-00	8/17/2022	MESH GUN FILTER, COVER 1	108.73	596.37

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114492	8/24/2022	49778	WEST COAST ARBORIST, INC188632	7/31/2022	PE7/31 TREE MAINT @ PARK:	14,120.00	
			188645	7/20/2022	7/20 TREE MAINT @ LLMD	4,320.00	
			188625	7/31/2022	PE7/31 TREE MAINT @ STRE	2,880.00	
			188649	7/22/2022	7/22 TREE MAINT @ LLMD	2,448.00	
			188644	7/19/2022	7/19 TREE MAINT @ LLMD	2,016.00	
			188646	7/21/2022	7/21 TREE MAINT @ LLMD	792.00	
			188640	7/18/2022	7/18 TREE MAINT @ LLMD	504.00	
			188652	7/26/2022	7/26 TREE MAINT @ LLMD	72.00	27,152.00
114493	8/24/2022	48971	XPRESS GRAPHICS & PRINTII22-48484	8/1/2022	POLE BANNERS	155.68	155.68
Sub total for WELLS FARGO BANK:							115,764.16

52 checks in this report.

Grand Total All Checks: 193,335.38

Date: August 24, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
886	8/31/2022	00207	GRAINGER INC	9352750278	6/21/2022	SPRAY NOZZLE	194.75	194.75
887	8/31/2022	53552	QUENCH USA, INC.	INV04029523	6/1/2022	AC D347648, JUNE2022 RNTL	40.89	40.89
888	8/31/2022	52471	SPICER CONSULTING GROUF1078		7/27/2022	CFD 2022-1 & CFD 2022-2 FOI	15,000.00	15,000.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								15,235.64

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114494	8/31/2022	54796	ALTA PLANNING + DESIGN, IN00-2022-127-1	6/15/2022	PE5/28 ATP CYCLE 6 GRANT,	4,474.25	4,474.25
114495	8/31/2022	44494	BURRTEC WASTE & RECYCLIBD 6/30/22	6/30/2022	JUNE2022 SWEEPER BOXES	577.13	577.13
114496	8/31/2022	52279	COUNTY OF RIVERSIDE 21-22Q4	7/19/2022	APR-JUN2022 EMERGENCY S	20,000.00	20,000.00
114497	8/31/2022	53389	DESERT CONCEPTS CONSTR21704	7/29/2022	6/11 EMRGNCY WTR LINE RP	15,315.00	
			21610	6/24/2022	6/23 EMRGNCY WTR LINE RP	12,138.00	
			21705	7/29/2022	6/20 RMV'D/INSTLL'D ASPHAL	11,145.00	38,598.00
114498	8/31/2022	51785	RMC WATER AND ENVIRONM28001	5/19/2022	PE4/29 MESQUITE SRF SUPP	2,255.55	
			28008	6/20/2022	PE5/27 MESQUITE SRF SUPP	1,292.05	3,547.60
114499	8/31/2022	52595	STAPLES BUSINESS CREDIT 7357978469-0-1	6/1/2022	VARTAN GAMING CHAIR	184.85	184.85
114500	8/31/2022	38800	UNDERGROUND SERVICE AL620220113	7/1/2022	JUNE2022- 71 NEW TICKETS-	123.85	123.85
114501	8/31/2022	43751	USA BLUEBOOK 928417	3/30/2022	GRUNDFOS CONNECTION KI	523.42	
			990339	5/24/2022	GRUNDFOS CONNECTION KI	-506.16	17.26
Sub total for WELLS FARGO BANK:							67,522.94

11 checks in this report.

Grand Total All Checks: 82,758.58

Date: August 31, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
889	8/31/2022	45929	BECK OIL, INC.	55961CL	8/15/2022	PE8/15 ENG DEPT FUEL	179.27	
				55963CL	8/15/2022	PE8/15 LLMD DEPT FUEL	219.32	
				55967CL	8/15/2022	PE8/15 STREETS DEPT FUEL	530.26	
				55969CL	8/15/2022	PE8/15 WATER DEPT FUEL	1,155.75	
				55972CL	8/15/2022	PE8/15 PARKS DEPT FUEL	219.84	
				55990CL	8/15/2022	PE8/15 VEHICLE MAINT DEPT	317.73	
				55991CL	8/15/2022	PE8/15 SENIOR CNTR FUEL	264.63	
				56000CL	8/15/2022	PE8/15 CODE ENF DEPT FUE	478.10	
				56010CL	8/15/2022	PE8/15 SANITARY DEPT FUEL	1,995.34	
				56016CL	8/15/2022	PE8/15 BLDG MAINT DEPT FL	107.25	
				56017CL	8/15/2022	PE8/15 ADMIN DEPT FUEL	173.04	
				511942	8/8/2022	DYED CARB ULS DIESEL	1,409.39	7,049.92
890	8/31/2022	49486	BRC CONSTRUCTION	20221350	8/16/2022	RPR'D WROUGHT IRON FENC	2,650.00	
				20221348	8/16/2022	RPR'D BLOCK WALL @ BGD	4,850.00	
				20221349	8/16/2022	RPR'D WROUGHT IRON FENC	6,950.00	
				20221351	8/16/2022	RPR'D WROUGHT IRON FENC	450.00	
				20221352	8/16/2022	RPR'D WROUGHT IRON FENC	300.00	
				20221353	8/16/2022	RPLC'D GATE POST @ DIST 2	242.00	
				20221359	8/24/2022	RPLC'D WATER METERS @ V	3,800.00	19,242.00
891	8/31/2022	02320	CALPERS	1000000169059	8/15/2022	#6373819375, SEP2022 HEAL	104,449.87	
				1000000169059	8/15/2022	#6373819375, SEP2022 HEAL	12,388.74	116,838.61
892	8/31/2022	43672	DESERT VALLEY SERVICES	IN579144	8/18/2022	TOILET TISSUE, LINER, URIN	1,783.82	1,783.82
893	8/31/2022	00207	GRAINGER INC	9406913666	8/10/2022	HPS BULB	1,416.44	
				9407165456	8/10/2022	PHOTOCONTROL	775.17	
				9407965574	8/11/2022	PLSTC SHEET PVC	92.88	2,284.49
894	8/31/2022	00996	HOME DEPOT	7012496	8/8/2022	8IN LONG NOSE PLIERS, ETC	47.78	
				7013650	8/18/2022	BATTERY, TITANIUM BIT SET	373.82	
				8160907	8/17/2022	STEP STOOL & 10' VINYL TUE	91.20	
				9160883	8/16/2022	HVY DUTY HOSE, RUBBER M	661.12	1,173.92
895	8/31/2022	53552	QUENCH USA, INC.	INV04153821	7/1/2022	AC D347648, JULY2022 RNTL	40.89	
				INV04227916	8/1/2022	AC D347648, AUG2022 RNTL	40.89	
				INV04244058	8/1/2022	AC D347651, AUG2022 RNTL	40.89	122.67
896	8/31/2022	52802	RED WING BUSINESS ADVAN	2022082500343	8/25/2022	8/17 EMPLOYEE WORK BOO	413.70	413.70

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
897	8/31/2022	53736	RG2 MANAGEMENT LLC	3201	8/30/2022	WE 8/28: R. VALENCIA	1,008.00
				3192	8/24/2022	WE 8/21: A. REYES	299.25
				3195	8/24/2022	WE 8/21: J. HERNANDEZ	693.00
				3183	8/15/2022	WE 8/14: M. MENDEZ+S. VALE	2,425.50
				3184	8/15/2022	WE 8/14: F. HERNANDEZ	768.00
				3191	8/24/2022	WE 8/21: K. MEDINA	1,100.25
				3193	8/24/2022	WE 8/21: M. MENDEZ+S. VALE	2,772.00
				3194	8/24/2022	WE 8/21: F. HERNANDEZ	768.00
				3202	8/30/2022	WE 8/28: K. MEDINA	1,046.25
							10,880.25
898	8/31/2022	54795	SWIFTCOMPLY US OPCO, INC	INV-8476	5/1/2022	JN2022-MY2023 FOG SAAS E	2,450.00
899	8/31/2022	54567	VARI SALES CORPORATION	90261419	8/10/2022	VARIDSK PROPLUS 36	436.77
900	8/31/2022	50629	VINTAGE ASSOCIATES, INC	225445	7/15/2022	JULY2022 LNDSCPE MAINT @	10,937.00
				225823	8/18/2022	INSTLL'D SOD @ BGDMA PAF	25,765.00
							36,702.00
901	8/31/2022	51697	WESTERN WATER WORKS SI	1405349-00	8/9/2022	PVC GRAVITY SEWER PIPE	35.89
				1405349-01	8/12/2022	SEWER CPLG W/ SHEAR RIN	118.97
				1405381-00	8/12/2022	1 1/2 CPLG QJ 110 COMP CTE	204.66
							359.52
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							199,737.67

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114502	8/31/2022	48977	ADT COMMERCIAL	146625522	8/2/2022	SEP2022 CELL/EXT SVC PRO	130.70
				146625523	8/2/2022	SP-NV2022 ALARM/EXT SVC I	223.59
				146625524	8/2/2022	SP-NV2022 ALARM/EXT SVC I	234.46
				146625525	8/2/2022	SP-NV2022 ALARM/EXT SVC I	213.97
				146625526	8/2/2022	SP-NV2022 ALARM/EXT SVC I	227.34
				146625527	8/2/2022	SP-NV2022 ALARM/EXT SVC I	213.97
				146625528	8/2/2022	SP-NV2022 ALARM/PRIME CE	219.09
				146625529	8/2/2022	SP-NV2022 ALARM, BGDMA S	158.65
				146625530	8/2/2022	SP-NV2022 ALARM/ESUITE/C	221.85
				146625531	8/2/2022	SP-NV2022 EQUIP LSE/EXT S	459.68
				146625532	8/2/2022	SP-NV2022 EQUIP LSE/EXT S	1,497.75
				146625512	8/2/2022	SP-NV2022 ALARM/EXT SVC I	210.69
				146625513	8/2/2022	SP-NV2022 ALARM/EXT SVC I	249.49
				146625514	8/2/2022	SEP2022 ALARM/EXT SVC PR	1,190.16
				146625515	8/2/2022	SP-NV2022 EQUIP LSE/EXT S	514.62
				146625516	8/2/2022	SP-NV2022 FIRE, 87101 AVE 5	161.61
				146625517	8/2/2022	SP-NV2022 ALARM, 87101 AV	101.01
				146625518	8/2/2022	SP-NV2022 EQUIP LSE/EXT S	276.93
				146625519	8/2/2022	SP-NV2022 ALARM, 87075 AV	158.65
				146625520	8/2/2022	SP-NV2022 FIRE/ALARM, 870	222.23
				146625521	8/2/2022	SP-NV2022 FIRE, COMMUNIT	257.81
114503	8/31/2022	54339	AEC TECHNOLOGIES	2022 Sbscrptn	8/25/2022	BLUEBEAM REVU STANDARC	850.00
114504	8/31/2022	01436	AMERICAN FORENSIC NURSE	76307	8/11/2022	JULY2022 BLOOD DRAWS+DF	829.25
				76355	8/16/2022	NOV2021 BLOOD DRAW	61.22
114505	8/31/2022	42251	ARCOS, MARIA	Ck 8/31/22	8/23/2022	VOUCHER 85, 6/6-8/16	296.66
114506	8/31/2022	50867	ARCTIC GLACIER USA, INC.	M530006541	8/21/2022	16LB ICE BAGS (12)	29.04
				3988222504	8/13/2022	16LB ICE BAGS (12)	150.00
114507	8/31/2022	53133	BARRAZA, JOEL	Refund	8/23/2022	2022 SDI DEDUCTION REFUN	11.92
114508	8/31/2022	54517	BLACK KNIGHT TECHNOLOGI	10236965	8/20/2022	AG-SP2022 SITXPRO SBSCRI	250.00
114509	8/31/2022	48224	BLACKBURN, BERLINDA	Refund	8/23/2022	2022 SDI DEDUCTION REFUN	58.53
114510	8/31/2022	54794	BOLTON, EDITH	Refund	8/23/2022	2022 SDI DEDUCTION REFUN	2.42
							7,144.25
							850.00
							890.47
							296.66
							179.04
							11.92
							250.00
							58.53
							2.42

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114511	8/31/2022	43862	BRENNTAG PACIFIC, INC	BPI267067	8/19/2022	CHEMCHLOR SODIUM HYPO	1,280.85
				BPI267068	8/19/2022	CHEMCHLOR SODIUM HYPO	1,280.85
				BPI342435	7/18/2022	7/15 DRUM RETURN	-700.00
				BPI343503	8/22/2022	8/19 DRUM RETURN	-910.00
				BPI267066	8/19/2022	CHEMCHLOR SODIUM HYPO	3,344.38
				BPI342436	7/18/2022	7/15 DRUM RETURN	-320.00
				BPI343504	8/22/2022	8/19 DRUM RETURN	-280.00
							3,696.08
114512	8/31/2022	42506	BURRTEC WASTE INDUSTRIESS3-2022		8/29/2022	SS3 FY21/22 REFUSE COLLE	35,625.89
114513	8/31/2022	44905	C.S. LEGACY CONSTRUCTION14		7/22/2022	PE7/22 GRAPEFRUIT URBAN	80,872.88
114514	8/31/2022	46356	C.V. CONSERVATION COMMISJuly2022		8/24/2022	JULY2022 LDMF MULTI-SPEC	19,498.05
114515	8/31/2022	02048	CDW GOVERNMENT, INC.	CC91601	8/15/2022	TRIPP 15FT DISPLAYPORT C/	294.93
				CD60870	8/16/2022	PANASONIC CR2 LITHIUM	102.99
				CD71826	8/17/2022	EDGE 8GB PC4-2133 DDR4 S/	203.75
							601.67
114516	8/31/2022	07950	CITY OF COACHELLA	July 2022	7/31/2022	JULY2022 WATER- ST, PARKS	38,526.31
				July 2022-LLD's	7/31/2022	JULY2022 WATER- LLD'S	19,251.78
							57,778.09
114517	8/31/2022	53220	COACHELLA ACE HARDWARE	4133/1	8/15/2022	LETTER/NUM 1" BLK VINYL	4.34
				4135/1	8/16/2022	TAPE MOUNTING	5.42
				4139/1	8/16/2022	DISC KY PDLCK STL	21.74
				4150/1	8/18/2022	2GAL WATER COOLER, ETC	95.66
				4084/1	8/3/2022	COUPL HOSE BARB, HOSE M	108.62
				4119/1	8/10/2022	STIHL PARTS	2.18
				4123/1	8/10/2022	STIHL PARTS	10.88
				4128/1	8/11/2022	WIDE MEXICAN PALM LEAF	30.43
							279.27
114518	8/31/2022	01924	CONSOLIDATED ELECTRICAL	3298-1013816	8/9/2022	LMP	750.27
							750.27
114519	8/31/2022	00749	COUNTY OF RIVERSIDE	SH0000041693	8/26/2022	7/1-27 LAW ENFORCEMENT S	674,627.05
							674,627.05
114520	8/31/2022	00749	COUNTY OF RIVERSIDE	SH0000041549	7/25/2022	CAL-ID FY22/23 MBR AGENCY	47,825.00
							47,825.00
114521	8/31/2022	09650	CVAG	July2022	8/24/2022	JULY2022 TUMF FEES	33,699.44
							33,699.44
114522	8/31/2022	50103	D&H WATER SYSTEMS	I2022-1111	8/18/2022	8/10-11 SVC'D MICRO 2000 &	4,407.42
				I2022-1112	8/18/2022	PM MICRO 2000 ANALYZER (P	3,927.67
							8,335.09
114523	8/31/2022	49859	DEAZTLAN CONSULTING, LLC	2022-13	7/27/2022	LAFCO SPHERE OF INFLUEN	14,500.00
							14,500.00
114524	8/31/2022	53389	DESERT CONCEPTS CONSTR	21706	8/8/2022	7/19 EMRGCY WTR LINE RPR	13,145.00
				21707	8/8/2022	7/20 RMV'D/INSTLL'D ASPHAL	11,795.00
				21612	7/8/2022	7/7 EMRGNCY WTR LINE RPF	11,375.00
							36,315.00
114525	8/31/2022	54275	DESERT HOSE AND SUPPLY	19913	8/2/2022	FEM JIC HOSE END, ETC	14.94
				20142	8/11/2022	BRASS BUSHING & STRAIGH	19.58
							34.52

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114526	8/31/2022	14860	E. K. WOOD LUMBER COMPAI505710	8/16/2022	10OZ WHT TUB/TILE SEAL	32.29	32.29
114527	8/31/2022	52568	EGAN CIVIL, INC. 21603	8/29/2022	7/13 CONSTRUCTION STAKIN	1,597.50	1,597.50
114528	8/31/2022	49635	EISENHOWER MEDICAL CEN July 2022	8/16/2022	AC #700000133, JULY2022 SV	800.00	800.00
114529	8/31/2022	44713	FARMER BROTHERS CO. 95672095	8/29/2022	COFFEE & CREAMER	458.65	
			95671978	8/8/2022	COFFEE, CUPS, CREAMER, E	453.97	912.62
114530	8/31/2022	51141	FENCEWORKS RENTAL SYST133002	8/10/2022	8/10-9/12 INSTLLTN+1MO FEN	4,222.80	4,222.80
114531	8/31/2022	20450	IMPERIAL IRRIGATION DISTRIMdJL-MdAG	8/15/2022	MID JULY-MID AUGUST 2022 I	61,001.18	61,001.18
114532	8/31/2022	45108	IMPERIAL SPRINKLER SUPPL'5229264-00	8/3/2022	3/4" SCH40 PVC PIPE, ETC	29.73	29.73
114533	8/31/2022	02214	JIMENEZ, GERARDO R. Refund	8/23/2022	2022 SDI DEDUCTION REFUN	80.00	80.00
114534	8/31/2022	52906	JOHNSON CONTROLS SECUF37744694	8/6/2022	9/1-11/30 ALARM @ 1515 6TH	1,472.98	1,472.98
114535	8/31/2022	48293	KOA CORPORATION JB92071-25	8/17/2022	PE7/31 AVE 50 IMPROVEMEN	3,767.75	3,767.75
114536	8/31/2022	52037	LILBURN CORPORATION 22-0810	8/18/2022	7/18-8/14 SVCS: KPC COACHI	1,260.00	1,260.00
114537	8/31/2022	50501	LIVESCAN MGMT GROUP, INC08222022COC	8/23/2022	10" CITY OF COACHELLA SEA	316.90	316.90
114538	8/31/2022	24600	LOPES HARDWARE 010477	8/11/2022	WATER HOSE, FLANGE, WD	211.39	211.39
114539	8/31/2022	25900	MEREDITH & SIMPSON CONS220824	8/15/2022	TRBLSHT WELL PUMP MOTO	272.88	272.88
114540	8/31/2022	54650	MV CHENG & ASSOCIATES INAug 2022	8/26/2022	AUG2022 SENIOR ACCOUNTA	700.00	700.00
114541	8/31/2022	43970	ORAWAY ENGINEERING INC. 1069	8/18/2022	GRAFFITI ABATEMENT @ CE	4,200.00	4,200.00
114542	8/31/2022	47192	O'REILLY AUTO PARTS 2855-468542	8/10/2022	TPS	90.87	
			2855-468579	8/10/2022	FLOOR DRY	597.58	
			2855-469905	8/15/2022	STRNG KNUCKL	224.32	912.77
114543	8/31/2022	42887	PEREZ, GABRIEL Fees	8/29/2022	REIMBURSEMENT OF LAFCO	980.00	980.00
114544	8/31/2022	02028	PETE'S ROAD SERVICE, INC. 606897-00	8/8/2022	DISMOUNT/MOUNT NEW KUE	994.41	
			607070-00	8/8/2022	FLAT REPAIR ON MOTORGR/	84.70	
			608251-00	8/11/2022	MOUNT/BALANCE NEW TIRE	191.87	1,270.98
114545	8/31/2022	46837	PRECISION BACKFLOW PBF161899	8/11/2022	INSTLL'D 6" METER @ 85901	1,500.00	1,500.00
114546	8/31/2022	42759	PROPER SOLUTIONS, INC. 13633	8/19/2022	WE 8/19: ARELLANO+LOPEZ	2,205.00	2,205.00
114547	8/31/2022	42443	RDO EQUIPMENT CO. P7699845	8/17/2022	CUTTING ED & BOLT	315.89	
			P7694945	8/16/2022	CUTTING ED & BOLT	316.50	632.39
114548	8/31/2022	11080	RIVERSIDE COUNTY RECORAPE 7/31/22	7/31/2022	MAY-JULY2022 FISH & GAME	150.00	150.00
114549	8/31/2022	54620	SOUTHWEST PROTECTIVE SI10128	8/1/2022	JULY2022 PATROL SVCS @ P	7,056.00	
			10125	8/1/2022	JULY2022 SECURITY SVCS @	3,760.00	
			10126	8/1/2022	JULY2022 PATROL SVCS @ LI	5,320.00	16,136.00
114550	8/31/2022	54550	TBU INC. 48248	8/23/2022	8/5 EMRGNCY WTR LEAK RP	6,520.39	6,520.39
114551	8/31/2022	38250	TOPS N BARRICADES 1095298	8/3/2022	28" CONE W/ SLEEVES, CAUT	297.92	
			1095484	8/16/2022	UMBRELLA W/ TRIPOD STAN	366.49	664.41

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114552	8/31/2022	54354	US FLEET TRACKING	416745	6/14/2022	JULY2022-JUNE2023 ANNUAL	2,397.00	2,397.00
114553	8/31/2022	43751	USA BLUEBOOK	065971	8/3/2022	STIR BAR TEFLON OCTAGON	34.46	
				070992	8/8/2022	ACETATE BUFFER SOLUTION	462.11	
				072812	8/9/2022	BLEED VALVE 3/8' OD TUBINC	395.12	
				075672	8/11/2022	ACETATE BUFFER SOLUTION	262.91	1,154.60
114554	8/31/2022	39640	VALLEY LOCK & SAFE	176473	8/15/2022	RPR'D LOCKS, ETC @ BGDM,	634.48	
				176474	8/15/2022	INSTLL'D LOCKS/PRGM'D CYI	765.17	1,399.65
114555	8/31/2022	44363	WALWICK, MARK	Refund	8/23/2022	2022 SDI DEDUCTION REFUN	74.50	74.50
114556	8/31/2022	48364	WEST COAST TURF	INV035185	8/2/2022	BANDERA SOD	1,663.88	
				INV038853	8/10/2022	BANDERA SOD	2,218.50	3,882.38
114557	8/31/2022	54272	WILLDAN	002-27168	8/3/2022	JULY2022- BLDG AND SAFET'	9,980.00	9,980.00
114558	8/31/2022	48971	XPRESS GRAPHICS & PRINTII	22-48810	8/24/2022	COACHELLA PROSPERA MAF	162.95	162.95
114559	8/31/2022	42100	ZUMAR INDUSTRIES INC	97374	8/11/2022	COACHELLA SNS SPEC W/ LC	2,161.59	2,161.59
Sub total for WELLS FARGO BANK:								1,157,184.22

71 checks in this report.

Grand Total All Checks: 1,356,921.89

Date: August 31, 2022



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114560	8/31/2022	54805	AGUILAR, STEFANY	Ref000228998	8/31/2022	UB Refund Cst #00054492	38.03	38.03
114561	8/31/2022	54808	CARDONA, ALICIA	Ref000229002	8/31/2022	UB Refund Cst #00054941	16.48	16.48
114562	8/31/2022	54803	HOVAK, KAREL	Ref000228996	8/31/2022	UB Refund Cst #00054117	340.37	340.37
114563	8/31/2022	54799	INZUNZA, CELIA DEL CARMEN	Ref000228992	8/31/2022	UB Refund Cst #00047157	32.45	32.45
114564	8/31/2022	54800	LANCON, MELISSA	Ref000228993	8/31/2022	UB Refund Cst #00050245	88.25	88.25
114565	8/31/2022	54798	MARTINEZ, LORENA	Ref000228991	8/31/2022	UB Refund Cst #00039090	4.20	4.20
114566	8/31/2022	54804	MUNOZ, YARA	Ref000228997	8/31/2022	UB Refund Cst #00054150	49.18	49.18
114567	8/31/2022	54801	PULTE GROUP INC	Ref000228994	8/31/2022	UB Refund Cst #00052289	39.69	39.69
114568	8/31/2022	54802	PULTE GROUP INC	Ref000228995	8/31/2022	UB Refund Cst #00052290	33.21	33.21
114569	8/31/2022	54806	PULTE GROUP INC	Ref000228999	8/31/2022	UB Refund Cst #00054527	155.18	155.18
114570	8/31/2022	54787	REDFINNOW BORROWER LL	Ref000229001	8/31/2022	UB Refund Cst #00054583	23.13	23.13
114571	8/31/2022	54807	REYES, VERONICA	Ref000229000	8/31/2022	UB Refund Cst #00054544	16.67	16.67
Sub total for WELLS FARGO BANK:								836.84

12 checks in this report.

Grand Total All Checks: 836.84

Date: August 31, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -1

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
902	7/21/2022	48066 US BANK	Sta 6/27/22	6/27/2022	ACC XXXX-XXXX-XXXX-0925,	28,705.20	28,705.20
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							28,705.20

1 checks in this report.

Grand Total All Checks: 28,705.20

Date: July 21, 2022



Finance Director: Nathan Statham

apChkLst
09/01/2022 1:48:03PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -4

<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>
903	8/29/2022	54433	WEX ENTERPRISE EXXONMC83166895	8/23/2022	ACC 0496-00-726338-7, 7/24-8	4,596.42	4,596.42
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							4,596.42

1 checks in this report.

Grand Total All Checks: 4,596.42

Date: August 29, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
904	9/1/2022	51949	THE H.N. & FRANCES C. BER(70	9/1/2022	SEP2022- CIVIC CENTER LOA	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: September 1, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
905	9/7/2022	53291	ANGENIOUS ENGINEERING	19-07B-017	7/31/2022	PE7/31 SR-86/AVE50 INTERCI	1,212.76	1,212.76
906	9/7/2022	43462	BEST BEST & KRIEGER, LLP	943289	8/19/2022	PE7/31, #80237, GENERAL RE	34,096.29	
				943294	8/19/2022	PE7/31, #80237.00450, GLENF	7,386.90	
				943302	8/19/2022	PE7/31, #80237.00857, RENEV	7,068.60	
				943298	8/19/2022	PE7/31, #80237.00833, TELEC	5,947.10	
				943306	8/19/2022	PE7/31, #80237.00872, SUCCE	4,427.40	
				943299	8/19/2022	PE7/31, #80237.00835, REAL E	3,766.70	
				943301	8/19/2022	PE7/31, #80237.00844, CHROI	3,430.29	
				943300	8/19/2022	PE7/31, #80237.00840, CANN/	2,720.60	
				943297	8/19/2022	PE7/31, #80237.00820, ENVIR	2,471.30	
				942154	8/10/2022	PE7/31, #80237.00851, GLENF	2,225.40	
				943292	8/19/2022	PE7/31, #80237.00445, DESEF	2,212.10	
				943303	8/19/2022	PE7/31, #80237.00858, COA W	2,140.80	
				943295	8/19/2022	PE7/31, #80237.00810, LABOR	1,764.00	
				943304	8/19/2022	PE7/31, #80237.00868, TRAVE	1,600.20	
				943308	8/19/2022	PE7/31, #80237.00874, CENTF	931.60	
				943291	8/19/2022	PE7/31, #80237.00240, 52156	362.20	
				943293	8/19/2022	PE7/31, #80237.00447, ADV. C	353.80	
				943290	8/19/2022	PE7/31, #80237.00231, G. THC	306.00	
				943305	8/19/2022	PE7/31, #80237.00869, AFFOR	235.20	
				943307	8/19/2022	PE7/31, #80237.00873, SURPL	183.60	
				943296	8/19/2022	PE7/31, #80237.00819, CODE	88.20	83,718.28
907	9/7/2022	44307	CIVICPLUS LLC	238751	9/1/2022	SP2022-AG2023 MUNICODE M	6,848.00	6,848.00
908	9/7/2022	43672	DESERT VALLEY SERVICES IN	577542	7/28/2022	NITRILE GLOVES	148.99	148.99
909	9/7/2022	51892	HERC RENTALS, INC.	33056721-001	8/27/2022	7/28-8/27 SOD CUTTER RNTL	1,270.93	1,270.93
910	9/7/2022	53736	RG2 MANAGEMENT LLC	3204	8/30/2022	WE 8/28: M. MENDEZ+S. VALF	2,425.50	
				3206	8/30/2022	WE 8/28: J. HERNANDEZ	1,386.00	
				3205	8/30/2022	WE 8/28: F. HERNANDEZ	768.00	
				3203	8/30/2022	WE 8/28: A. REYES	299.25	4,878.75
911	9/7/2022	32950	SAFETY-KLEEN SYSTEMS, IN	89367724	8/8/2022	8/4 SVC	288.38	288.38

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
912	9/7/2022	50629	VINTAGE ASSOCIATES, INC	225827	8/15/2022	AUG2022 LNDSCPE MAINT @	11,395.00
				225831	8/15/2022	AUG2022 LNDSCPE MAINT @	10,135.00
				225451	7/15/2022	JULY2022 LNDSCPE MAINT @	9,521.00
				225829	8/15/2022	AUG2022 LNDSCPE MAINT @	5,247.00
				225446	7/15/2022	JULY2022 LNDSCPE MAINT @	5,113.00
				225833	8/15/2022	AUG2022 LNDSCPE MAINT @	4,997.90
				225452	7/15/2022	JULY2022 LNDSCPE MAINT @	4,900.00
				225756	8/15/2022	AUG2022 LNDSCPE MAINT @	4,900.00
				225449	7/15/2022	JULY2022 LNDSCPE MAINT @	4,361.00
							60,569.90
913	9/7/2022	54719	YUNEX LLC	5620040714	8/29/2022	JULY2022 TRAFFIC SIGNAL C	5,909.30
				5610281510	8/29/2022	JULY2022 TRAFFIC SIGNAL M	1,978.25
							7,887.55
T FOR WELLS FARGO BANK -SEPARATE CHECK:							166,823.54

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114572	9/7/2022	54809	ALVAREZ, YESENIA	Scholarship	9/1/2022	2022 YTH FOOTBALL SCHLR	225.00	225.00
114573	9/7/2022	54810	ARAUJO, YOVANI	Refund	8/30/2022	DEPOSIT REFUND- COMMUN	300.00	300.00
114574	9/7/2022	50867	ARCTIC GLACIER USA, INC.	M530006176	8/25/2022	16LB ICE BAGS (16)	38.72	
				M530006514	8/29/2022	16LB ICE BAGS (16)	36.30	75.02
114575	9/7/2022	54811	ATKINSON, ANDELSON, LOYA	658021	7/31/2022	PE7/31, #006507- LIBRARY	6,545.00	6,545.00
114576	9/7/2022	46355	BEN CASTILLO PAINTING INC	10019	8/22/2022	INTERIOR PAINTING @ CORF	650.00	650.00
114577	9/7/2022	53599	BORJA, KAREN YADIRA	Refund	8/30/2022	DEPOSIT REFUND- LIBRARY	300.00	300.00
114578	9/7/2022	53220	COACHELLA ACE HARDWARE	4179/1	8/25/2022	1GAL BEVERAGE COOLER	21.74	
				4173/1	8/24/2022	KEYKRAFTER #80 CP BRASS	7.59	29.33
114579	9/7/2022	44959	COMPUTER CONSULTANTS,	134993	7/23/2022	7/21 CABLE CLEAN-UP & CYB	468.94	468.94
114580	9/7/2022	54137	CONSERVE LANDCARE LLC	108752	6/30/2022	6/27 LNDSCPE ENHANCEMEN	10,007.00	
				96498	6/1/2022	5/31 LNDSCPE ENHANCEMEN	2,452.00	
				96499	6/1/2022	5/31 LNDSCPE ENHANCEMEN	1,551.00	
				96500	6/1/2022	5/31 LNDSCPE ENHANCEMEN	1,209.00	
				58128	1/31/2022	1/4 RPR'D IRRGTN @ DIST 16	681.35	
				96497	6/1/2022	5/31 LNDSCPE ENHANCEMEN	560.00	16,460.35
114581	9/7/2022	09650	CVAG	CV23037-22	8/31/2022	4TH QTR- FY21/22 (AP-JN) AE	11,797.13	11,797.13
114582	9/7/2022	12870	DEPARTMENT OF JUSTICE	597751	8/4/2022	JULY2022 FINGERPRINTS	49.00	49.00
114583	9/7/2022	01089	DESERT ELECTRIC SUPPLY	S2913007.002	8/17/2022	BCWAO2537/15TS/SCLAKA72	6,891.87	
				S3003498.001	8/10/2022	SYL LU100/ECO ED23-1/2 MO	371.98	7,263.85
114584	9/7/2022	47952	DESERT LIVE SCAN	7155	8/29/2022	AUG2022 EMPLOYEE FINGEF	25.00	25.00
114585	9/7/2022	54465	DESERT URGENT CARE COA	38700	8/17/2022	JULY2022 SVCS: C. TALAMAN	125.00	125.00
114586	9/7/2022	52783	DIAZ, ROBERTO	Refund	9/1/2022	REFUND- BUSINESS LICENS	268.00	268.00
114587	9/7/2022	47748	EISENHOWER OCCUPATIONA	130794	9/2/2022	AUG2022 SVCS: C. ZENDEJA	50.00	50.00
114588	9/7/2022	51604	FRONTIER	3982369-AG22	8/25/2022	760/398-2369, 8/25/22	62.59	
				3986515-AG22	8/16/2022	760/398-6515, 8/16/22	62.59	125.18
114589	9/7/2022	20450	IMPERIAL IRRIGATION DISTRI	50408460-AG22	8/29/2022	AC50408460, 7/28-8/24, WELL	12,331.97	
				50035755-AG22	8/29/2022	AC50035755, 7/28-8/24, PUMP	1,961.58	
				50371785-AG22	8/29/2022	AC50371785, 7/28-8/24, LIFT S	1,381.19	
				50459796-AG22	8/29/2022	AC50459796, 7/28-8/24	69.43	
				50459819-AG22	8/29/2022	AC50459819, 7/28-8/24	64.91	
				50459795-AG22	8/29/2022	AC50459795, 7/28-8/24	46.01	
				50434217-AG22	8/29/2022	AC50434217, 7/28-8/24	41.78	
				50522793-AG22	8/29/2022	AC50522793, 7/27-8/25, SCAD	13.71	15,910.58

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114590	9/7/2022	45108	IMPERIAL SPRINKLER SUPPL	5247896-00	8/17/2022	HUNTER ULTRA 6" POP-UP AI	2,917.27	
				4983105-01	8/19/2022	ARMADA AC LEAKAGE CLAMI	606.83	
				5238579-00	8/10/2022	SEED COMMON HULLED BEF	558.35	
				5234246-00	8/8/2022	RAINBIRD 1" BRASS INLINE V	340.55	
				5252280-00	8/19/2022	RAINBIRD 2" BRASS INLINE V	250.74	
				5250907-00	8/18/2022	RAINBIRD 4" POP-UP ROTOR	175.49	
				5252107-00	8/19/2022	RAINBIRD 1 1/2" INLINE PLAS	129.46	
				5252094-00	8/19/2022	1 1/2" DIAPHRAGM, ETC	115.14	
				5230495-00	8/8/2022	DRIPNETA TECHLINE INSERT	5.87	5,099.70
114591	9/7/2022	02301	INDIO COLLISION	49702	8/18/2022	BODY REPAIR ON 2021 FORC	1,800.80	1,800.80
114592	9/7/2022	53801	INFOSEND, INC.	219632	8/31/2022	AUG2022 UTILITY BILLING SV	7,830.54	7,830.54
114593	9/7/2022	47328	KONICA MINOLTA	40653985	8/26/2022	BIZHUB C454E, 1515 6TH ST,	212.07	212.07
114594	9/7/2022	44047	KONICA MINOLTA BUSINESS	9008789259	8/13/2022	BIZHUB C454E, 1515 6TH ST,	270.87	
				9008806542	8/22/2022	BIZHUB 242, FIRE DEPT, 7/23	0.17	271.04
114595	9/7/2022	52037	LILBURN CORPORATION	22-0363	3/31/2022	2/28-3/27 SVCS: KPC COACHI	3,150.00	
				22-0636	6/23/2022	5/23-6/19 SVCS: KPC COACHI	2,257.50	5,407.50
114596	9/7/2022	24600	LOPES HARDWARE	010711	8/17/2022	GLOVES, BLEACH, PLUNGER	332.88	332.88
114597	9/7/2022	51579	METLIFE- GROUP BENEFITS	Sep2022	8/15/2022	SEP2022 DENTAL/VISION/LIFI	12,609.17	
				Sep2022	8/15/2022	SEP2022 DENTAL/VISION/LIFI	596.01	13,205.18
114598	9/7/2022	47192	O'REILLY AUTO PARTS	2855-472111	8/22/2022	DELPHI AUTOMOTIVE	338.10	
				2855-472717	8/24/2022	SLIP HOOK & CV SHAFT	130.65	
				2855-470475	8/17/2022	BATTERY	124.35	
				2855-472607	8/24/2022	CTRL ARM ASY	55.76	
				2855-471978	8/22/2022	EXT DR HANDLE	30.90	
				2855-472300	8/23/2022	ACCESS RELAY	20.75	700.51
114599	9/7/2022	02028	PETE'S ROAD SERVICE, INC.	611262-00	8/24/2022	FLAT REPAIR ON MOTOGRAFI	1,693.05	
				607379-00	8/19/2022	ALIGNMENT & INSTLL'D CAM	147.00	
				609253-00	8/16/2022	FLAT REPAIR	31.61	
				609769-00	8/19/2022	FLAT REPAIR	31.61	
				610410-00	8/22/2022	FLAT REPAIR	31.61	1,934.88
114600	9/7/2022	52596	PLANIT PRINTWORKS	915558	8/30/2022	PLANS- PEDESTRIAN ROADV	1,953.70	1,953.70
114601	9/7/2022	48608	REYES COCA-COLA BOTTLIN	11022213254	8/24/2022	BOTTLED WATER, SOFT DRII	1,051.70	1,051.70
114602	9/7/2022	44161	ROBERT HALF	60152085	6/9/2022	WE 6/3: P. ARRIAGA	962.40	962.40
114603	9/7/2022	35000	SMART & FINAL	7603	9/1/2022	COFFEE FILTER, COFFEEMA	108.35	108.35

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114604	9/7/2022	52595	STAPLES BUSINESS CREDIT	7363946775-0-2	8/26/2022	HP 58A BLK TONER CRTRDG	594.98
				7363946775-0-1	8/26/2022	EPSON SJIC18K INK CART BL	251.14
				7363944063-0-2	8/26/2022	SOLO ECO CONE	174.86
				7363944063-0-1	8/25/2022	HP 63 COLOR & BLACK	101.03
				7363077748-0-1	8/15/2022	FLDR FILE LGL & DUST-OFF	88.84
				7362849053-0-1	8/12/2022	SLANT RING V BINDER 5IN	50.01
				7362847264-0-1	8/12/2022	PEN VBALL ROLLERBALL, DU	39.79
				7363944063-0-3	8/26/2022	WATER CUP DSPNSR W/ RM'	19.67
							1,320.32
114605	9/7/2022	37600	THE DESERT SUN PUBLISHIN	0004803581	7/31/2022	JULY2022 PUBLISHED ADS	3,145.60
114606	9/7/2022	38250	TOPS N BARRICADES	1095506	8/18/2022	MESH CLASS III LIME	111.63
				1095507	8/18/2022	MESH CLASS III LIME	22.35
							133.98
114607	9/7/2022	52204	TPX COMMUNICATIONS	160522398-0	8/16/2022	AC33325, 8/16-9/15	4,129.44
114608	9/7/2022	45053	TYLER TECHNOLOGIES, INC.	045-389946	9/1/2022	OT2022-SP2023 CLOUD TIME	12,258.38
114609	9/7/2022	44966	VERIZON WIRELESS	9914095229	8/22/2022	AC571164685-00001, 7/23-8/22	46.10
114610	9/7/2022	44775	VISTA PAINT CORPORATION	2022-693620-00	9/1/2022	COVER	59.38
114611	9/7/2022	42100	ZUMAR INDUSTRIES INC	97397	8/16/2022	BE PREPARED TO STOP SIGI	864.69
							864.69
Sub total for WELLS FARGO BANK:							123,496.52

49 checks in this report.

Grand Total All Checks: 290,320.06

Date: September 7, 2022



Finance Director: Nathan Statham



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation 34 – Villa Verde Apartments (Second Reading)

SPECIFICS: Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to Said District (2nd Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take the following actions:

- 1) Adopt Ordinance No. 1197 Authorizing the Levy of a Special Tax within Annexation Area No. 34 Annexed to CFD No. 2005-01.

BACKGROUND:

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 17 years. The annexation areas consist of new residential subdivisions and multifamily residential development projects.

On June 8, 2022 the City Council adopted Resolution No. 2022-53 stating its intention to annex certain property, consisting of Villa Verde Apartment project – APN 768-250-002 and 768-300-001 (“Annexation Area No. 34”) into the District pursuant to the Act. A copy of Resolution No. 2022-53, which includes a description and map of Annexation Area No. 34, the rate and method of apportionment and manner of collection of the special tax, are on file with the City Clerk.

On July 27, 2022 the City Council held a public hearing regarding Annexation Area No. 34 and adopted the following:

Resolution 2022-69 of the City Council Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation 34) in the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Resolution 2022-70 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area 34.

Resolution 2022-71 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 34 Annexed to Said District.

Ordinance No. 1197 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 34 Annexed to Said District (First Reading).

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on Architectural Review No. 19-06, which approved architectural plans for development of a two-story, 152-unit affordable housing development, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01). The City Council canvassed the results of the special election on July 27, 2022 and the property owner voted in favor of annexing into the CFD 2005-1 and therefore approved Ordinance No. 1197 on first reading to authorize the levy of the special tax for Annexation Area No. 34. The City Council must take action to adopt Ordinance No. 1197 by second reading in order to levy the special tax within Annexation 34.

FISCAL IMPACT:

The ordinance actions would pave the way to annex the Villa Verde Apartments site (Annexation No. 34) into the City-wide CFD which would collect an annual assessment that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,348.10 for every dwelling unit that is constructed within the developed multifamily residential project. However, the City has agreed to defer these payments for up to 55 years. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ALTERNATIVES:

1. Adopt Ordinance 1197 (2nd Reading).
2. Continue this item and provide staff with direction.
3. Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

1. Ordinance No. 1197 (2nd Reading)
2. Exhibit A - Rate and Method (CFD 2005-01)
3. Exhibit B - CFD Annexation Map 34

ORDINANCE NO. 1197

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA
ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW
ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING
THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 34
ANNEXED TO SAID DISTRICT**

WHEREAS, on April 13, 2022, the City Council (the “Council”) of the City of Coachella, California (the “City”), adopted Resolution No. 2022-53 stating its intention to annex certain properties, consisting of Villa Verde Apartments - APN 768-250-002 and 768-400-001 (“Annexation Area No. 34”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 34 into the District; and

WHEREAS, on July 13, 2022 this Council continued the noticed public hearing to July 27, 2022 and held the public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 34 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 34 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 34 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2022-69 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 34, annexed Annexation Area Nos. 34, into the District and authorized the levy of a special tax within Annexation Area No. 34; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2022-70 which called an election within Annexation Area No. 34, for July 27, 2022 on the proposition of levying a special tax; and

WHEREAS, on July 27, 2022 an election was held within Annexation Area No. 34, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. A special tax is levied within the boundaries of Annexation Area No. 34, pursuant to the formula set forth in Exhibit “A” attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and

paramedic services that are in addition to those provided in the territory within Annexation Area No. 34 prior to the annexation of Annexation Area Nos. 34, respectively, into the District.

Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit “A.”

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2022-69 of the Council.

Section 4. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.

Section 6. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

PASSED, APPROVED and ADOPTED this 14th day of September 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 Ordinance No. 1197 was duly and regularly introduced at a meeting of the City Council on the 27th day of July 2022, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 14th day of September 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1197

NOTICE IS HEREBY GIVEN that on September 14, 2022, at the Council Chambers of the City of Coachella, 1515 Sixth Street, Coachella, California 92236, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1197. A summary of Ordinance No. 1197 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1197 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Andrea Carranza, Deputy City Clerk
City of Coachella

Dated: September 14, 2022

EXHIBIT “A”

**BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS
CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE
AND PARAMEDIC SERVICES)**

IN THE MATTER OF Authorizing) **ORDINANCE NO. 1197 SUMMARY**
the Levy of a Special Tax Within)
Annexation Area No. 34 Annexed)
to City of Coachella Community)
Facilities District No. 2005-1 (Law)
Enforcement, Fire and Paramedic)
Services))

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 34 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area Nos. 34, prior to the annexation of Annexation Area Nos. 34, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 34.

By: Andrea Carranza, Deputy City Clerk
City of Coachella

Dated: September 14, 2022

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1
(LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)**

A Special Tax as hereinafter defined shall be levied on all Assessor’s Parcels in Community Facilities District No. 2005-1 of the City of Coachella (the “CFD”) and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the City Council of the City of Coachella, through the application of the Rate Method of Apportionment as described below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“**Assessor’s Parcel**” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“**Assessor’s Parcel Map**” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

“**CFD Administration**” means an official of the City, or designee thereof, responsible for providing for the levy and collection of the Special Taxes.

“**CDF**” means City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services).

“**City**” means the City of Coachella.

“**City Council**” means the City Council of the City.

“**Commercial or Industrial Property**” means for each Fiscal Year, property for which a building permit for new construction of a commercial or industrial use building has been issued.

“**County**” means the County of Riverside.

“**Developed Multi-Family Residential Property**” means for each Fiscal Year, all Taxable Property for which a building permit for new construction of a multi-family dwelling with four or more units was issued prior to June 30 of the prior Fiscal Year, exclusive of property for which the property owner pays Transient Occupancy Taxes or the property owner has entered into an agreement with the City pursuant to which such property owner pays Transient Occupancy Taxes.

“Developed Property” means for each Fiscal Year, all Developed Multi-Family Residential Property and Developed Single-Family Residential Property.

“Developed Single-Family Residential Property” means for each Fiscal Year, all Taxable Property for which a building permit new construction of a single-family dwelling unit was issued prior to June 30 of the prior Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Resolution of Formation” means the resolution adopted by the City as authorized by Section 53325.1 of the California Government Code.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel Taxable Property.

“State” means the State of California.

“Taxable Property” means all the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Transient Occupancy Taxes” means those transient occupancy taxes payable to the City pursuant to Ordinance.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels not classified as Developed Property or Commercial or Industrial Property.

B. ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, all Taxable Property within the CFD classified as Developed Single-Family Residential Property or Developed Multi-Family Residential Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

- a. Maximum Special Tax
The 2005-06 thru 2014-15 Maximum Special Tax for each Assessor’s Parcel classified as Developed Single-Family Residential Property shall be \$663.00 for Police Services and \$405.00 for Fire/Paramedic Services.

- b. Increase in the Maximum Special Tax
On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12

month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

2. Developed Multi-Family Residential Property

a. Maximum Special Tax

The 2005-06 thru 2014-15 Maximum Special Tax for each Assessor’s Parcel classified as Developed Multi-Family Residential Property shall be \$663.00 for Police Services and \$405.00 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor’s Parcel.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12 month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06 and for each following Fiscal Year, the City Council shall levy the Special Tax at the Maximum Special Tax on all Developed Single-Family Residential Property and Developed Multi-Family Residential Property.

E. EXEMPTIONS: EXCLUSIONS

No Special Tax shall be levied on Undeveloped Property, Commercial or Industrial Property or for Developed Property developed as part of a development with less than 4 units. In the event that a Developed Multi-Family Residential Property that has been excluded from a levy of the Special Tax by reason of the payment by the property owner of Transient Occupancy Tax, and should that payment be terminated, such Assessor Parcel shall not longer be excluded from Developed Multi-Family Residential Property and will be subject to the Special Tax.

F. APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the calculation of the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant’s property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Board by filing a written notice of appeal with the Board Secretary, provided that the appellant is

current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator’s determination.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at different time or in a different manner if necessary to meets its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor’s Parcels as permitted by the Act.

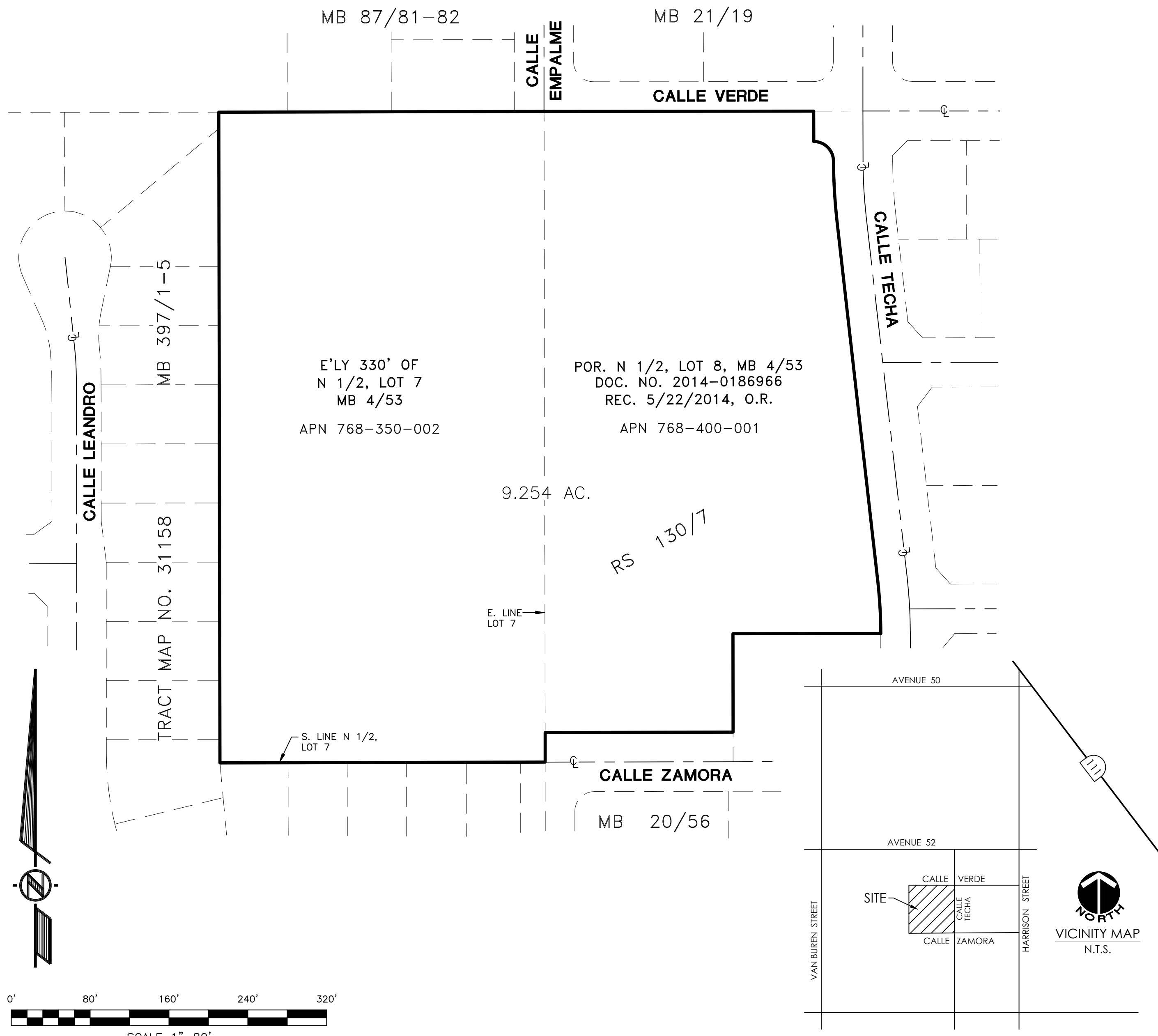
H. PREPAYMENT OF THE SPECIAL TAX

The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

The Annual Maximum Special Tax shall be levied in perpetuity or unit Law Enforcement, Fire and Paramedic Services are no longer being provided by the City within the CFD, whichever is earlier.

PROPOSED BOUNDARY OF CITY OF COACHELLA
 COMMUNITY FACILITIES DISTRICT NO. _____-__, ANNEX 34
 (A PORTION OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.)
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA.

NO. _____

FEE _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

LEGAL DESCRIPTION

THE BOUNDARY OF THE PROPOSED CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. __, ANNEX 34, COINCIDES WITH THE BOUNDARY OF PORTIONS OF LOTS 7 AND 8 OF MB 4/53 IN THE CITY OF COACHELLA OF THE COUNTY OF RIVERSIDE, CALIFORNIA, LOCATED IN A PORTION OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF COACHELLA THIS _____ DAY OF _____, 20____.

ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA

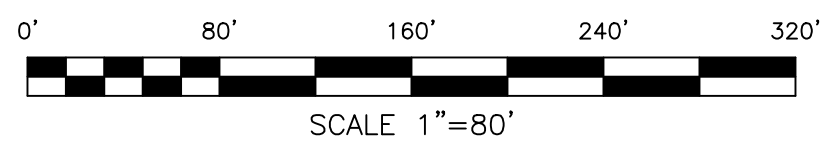
I HEREBY CERTIFY THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF CITY OF RANCHO MIRAGE COMMUNITY FACILITIES DISTRICT NO. __, ANNEX ____, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. _____ (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON _____, IN BOOK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE ____, AS INSTRUMENT NO. _____.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



PROPOSED BOUNDARY MAP

CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. _____, ANNEX 34, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MSA CONSULTING, INC.
 PLANNING • CIVIL ENGINEERING
 LAND SURVEYING
 J.N. 2499



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1198 (Change of Zone No. 22-02) to change the zoning designation of the 7.8-acre vacant site (APN 763-400-016 and 763-400-017) from “Heavy Industrial” to “Urban Employment Center” located near the southwest corner of Avenue 52 and Industrial Way. City-Initiated. (2nd Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1198 approving Change of Zone No. 22-02 to amend the City of Coachella Official Zoning Map for the 7.8-acre vacant site located near the southwest corner of Avenue 52 and Industrial Way.

BACKGROUND:

The City of Coachella is the property owner of the subject 7.8-acre site, which is comprised of two parcels (APN 763-400-016 - 3.99 acres and 763-400-017 - 3.8 acres). The City is pursuing a land use reclassification of the site from “Heavy Industrial” zoning to “Urban Employment Center” zoning to allow for a mix of uses that may include high-density multi-family housing, retail and professional office uses. The City submitted an application to the California Strategic Growth Council for a Transformative Climate Communities (TCC) grant in July 2022 that includes a request to construct affordable multi-family housing and offices for a conservation center for the Southern California Mountains Foundation and Urban Conservation Core of the Inland Empire. The TCC grant identifies any potential housing may occur on 3.6 acres of the 7.8-acre site. On July 27, 2022, the City Council took action that included the following:

- Adoption of Resolution No. 2022-78 adopting an Addendum to the City’s General Plan Update EIR and approval of General Plan Amendment No. 22-01 for the 7.8-acre vacant site.
- Introduction of Ordinance No. 1198 for first reading, by title only, approving Change of Zone No. 22-02 for the 7.8-acre vacant site.

DISCUSSION/ANALYSIS:

The subject site has a current zoning designation of M-H (Heavy Industrial), which allows heavy industrial uses permitted either by right or with approval of a conditional use permit. The site has an Industrial District General Plan land use designation consistent with the M-H zone.

Surrounding uses are industrial in nature and include the Union Pacific Railroad to the West, Western Water Works, Jones Brothers Construction, and ATS Stone Corporation to the North, the Sunworld and Woodspur Farms agricultural packing companies to the East and vacant industrial land to the South.

A General Plan Amendment from “Industrial District” to “Urban Employment Center” would accommodate employment uses such as office and research and development rather than industrial uses such as manufacturing, distribution and warehouse. The General Plan recommends that employment uses in this District be supported by retail, service and similar uses. Residential uses are allowed in residential-only buildings or in a mixed-use configuration with ground-floor retail. Also allowed are higher education uses (such as a college or university) designed in urban setting. The maximum height permitted in the Urban Employment General Plan Land Use and Zoning District would be 5-stories with a residential density range of 30-65 units per acre. Water and sewer service infrastructure is available on Industrial Way and therefore the site is a potential candidate for the City’s 6th Cycle Housing Element Site Inventory, which requires sites less than 10 acres with available infrastructure available to serve potential development.

ENVIRONMENTAL REVIEW:

Staff prepared an Addendum to the Coachella General Plan Update Environmental Impact Report pursuant to the guidelines of the California Environmental Quality Act (CEQA). The addendum evaluated the potential to develop up to 507 dwelling units consistent with the density permitted in the Urban Employment Center (30-65 du/acre). The Addendum concluded on the basis of substantial evidence that the proposed Project is not expected to result in impacts beyond those previously identified and mitigated in the CGPU EIR. The City Council adopted Resolution No. 2022-78 on July 27, 2022 adopting an Addendum to the City’s General Plan Update EIR and approval of General Plan Amendment No. 22-01 for the 7.8-acre vacant site.

ALTERNATIVES:

1. Adopt Ordinance No. 1198 approving Change of Zone No. 22-02 and amending the Official Zoning Map of the subject site from “(M-H) Heavy Industrial” to “Urban Employment Center.”
2. Continue this matter and provide staff direction.
3. Deny the ordinance.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1198
Exhibit A – Change of Zone Exhibit
2. Vicinity Map

ORDINANCE NO. 1198

AN ORDINANCE OF THE COACHELLA CITY COUNCIL APPROVING A CHANGE OF ZONE NO. 22-02 A ZONING RECLASSIFICATION FROM (M-H) HEAVY INDUSTRIAL TO URBAN EMPLOYMENT CENTER ON A 7.8 ACRE SITE (APN 763-400-016 AND 763-400-017) LOCATED NEAR THE SOUTHWEST CORNER OF INDUSTRIAL WAY AND AVENUE 52. CITY-INITIATED.

WHEREAS, in 2015, the City of Coachella (“City”) adopted a General Plan Update to guide development and provide a basis for decision-making for the City through 2035; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Resources Code, § 21000 *et seq.*) (“CEQA”) and the State CEQA Guidelines (Cal. Code of Regs., tit. 14, § 15000 *et seq.*), in 2015 the City certified the Final Environmental Impact Report (“CGPU EIR”) (SCH # 2009021007), in connection with the General Plan Update; and

WHEREAS, the CGPU EIR considered buildout conditions of the Proposed Land Use Plan, which included the maximum buildout potential of a 7.8-acre site located near the southwest corner of Avenue 52 and Industrial Way (“Project Site”) under the “Industrial District” land use designation; and

WHEREAS, to facilitate the development of the City parcels, the City proposes a General Plan Amendment to change the land use designation of the 7.8-acre site from “Industrial District” to “Urban Employment Center” and a Change of Zone to reclassify the site from M-H, Heavy Industrial, to Urban Employment Center Zoning District (“Project”); and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an Environmental Impact Report (“EIR”) has been certified or a Mitigated Negative Declaration (“MND”) has been adopted, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and State CEQA Guidelines section 15162 require additional environmental review; and

WHEREAS, by way of preparation of an Addendum, the City has evaluated the Project in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and State CEQA Guidelines section 15162; and

WHEREAS, based on that analysis, the City Council has concluded that approval of the Project does not require preparation of a subsequent or supplemental EIR because there is no possibility for new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects; and

WHEREAS, the City, as lead agency, determined an Addendum to the certified CGPU EIR should therefore be prepared for the Project’s proposed minor technical changes; and

WHEREAS, on July 26, 2022 the Planning Commission held a duly noticed public hearing to review the project, as modified and the related environmental documents, at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

WHEREAS, the City Council conducted a properly noticed public hearing on July 27, 2022 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

WHEREAS, the City Council carefully considered all information pertaining to the Project, including the staff report, and all of the information, evidence, and testimony presented at its public hearing; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, be it resolved that the City Council hereby ordains approval of Change of Zone No. 22-02, a zoning reclassification from M-H (Heavy Industrial) to Urban Employment Center for 7.8 acres of vacant land located near the southwest corner of Avenue 52 and Industrial Way subject to the findings listed below and Change of Zone exhibit of “Exhibit A.”

Findings for Change of Zone No. 22-02:

1. The proposed change of zone will serve the public necessity, convenience, general welfare, and will provide good zoning practice for the vicinity of the site. The site would be within the Urban Employment Center land use designation upon approval of General Plan Amendment 22-01. The re-zoning of the property would allow for new affordable, high density residential, which will promote the City’s long-term residential development goals for the larger vicinity and help in meeting the RHNA numbers as assigned by SCAG. The rezoning would also accommodate potential research and development, retail, education and professional office uses.
2. The proposed change of zone is consistent with the intent and purpose of the City’s General Plan in that the proposed Urban Employment Center zoning would allow future high-density multi-family residential, research and development, retail, education and professional office uses, which assist in keeping with the goals and policies of the General Plan. The proposed change of zone is consistent with the goals and policies of the Land Use Element of the General Plan, which upon approval of General Plan Amendment 22-01 designates the subject property as Urban Employment Center. The proposed Urban Employment Center zoning is a conforming zone in the Urban Employment Center General Plan land use designation. The subject site is located towards the northern end of General Plan Subarea 7 and the General Plan here encouraged uses to focus on office and research and development rather than the

southerly part of the Subarea 7 towards Avenue 54, where uses should be more industrial, warehouse and distribution.

PASSED, APPROVED and ADOPTED this 14th day of September 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 Ordinance No. 1198 was duly and regularly introduced at a meeting of the City Council on the 27th day of July 2022, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 14th day of September 2022.

AYES:

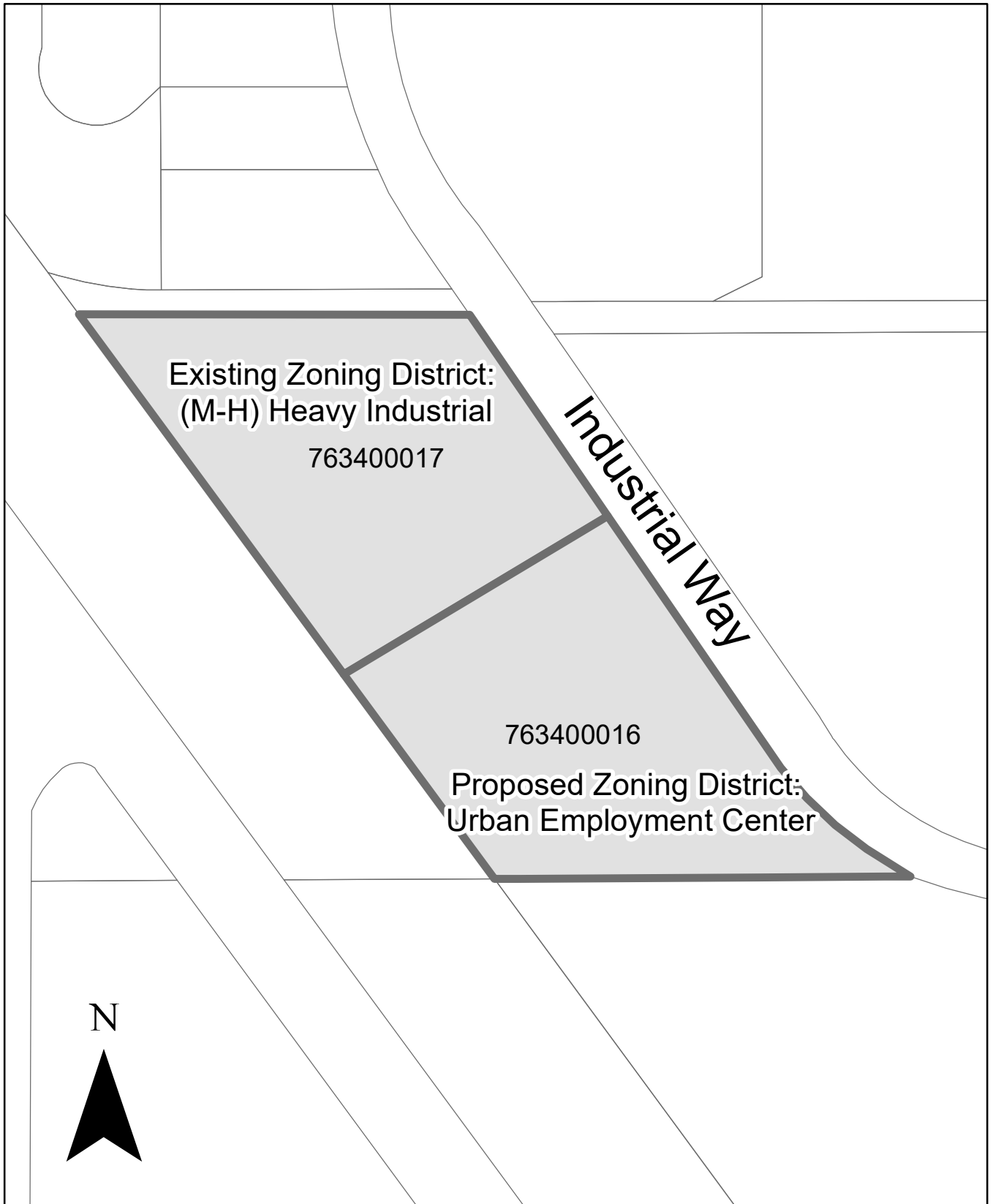
NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CZ No. 22-02 Change of Zone Exhibit







STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Development Impact Fee Deferral Agreement for Coachella Lakes RV Resort

STAFF RECOMMENDATION:

Staff recommends that City Council approve resolution 2022-35 authorizing the City to enter into a Development Impact Fee Deferral Agreement with Coachella Lakes RV Resort for deferral of water and sewer connection fees associated with the development of the project.

BACKGROUND:

The Coachella Lakes RV Resort is a 469 space recreational vehicle campground with a 1,400 sq. ft. clubhouse and laundry/restroom facility buildings. In addition to increased property taxes, the City expects to see an increase in transient occupancy taxes (TOT) as these units begin renting. TOT increases are expected in excess of \$280,000 annually once fully operational.

On March 6, 2019 the Planning Commission approved a Conditional Use permit 308, Architectural Review 18-18 for Coachella Lakes RV Resort. The project is now under construction. On March 10, 2022 this deferral agreement request was evaluated by the Economic Development Sub Committee (EDSC). The EDSC evaluated the economic impact of the project and the benefits of increased TOT revenues to the City recommending the item be moved forward for approval by the City Council.

The permit and Development Impact Fees for Coachella Lakes RV Resort construction total \$1,770,448. The Owner has paid \$770,448 in permit and development impact fees. The Owner requested a deferral agreement of \$1,000,000 for utility connection fees (\$200,000 for water and \$800,000 for sanitation). The proposed deferral payment plan is five (5) annual installments of \$200,000 starting one (1) year from certificate of occupancy. The City's cash position in each of the water and sanitary funds is such that deferral of water and sanitary connection fees will not have any impact on the operation of the utilities.

DISCUSSION/ANALYSIS:

The deferred development impact fee is proposed under the following terms:

1. Deferred Amount – not to exceed \$1,000,000.
2. Loan Term - 5 years.
3. Interest - 3% simple interest annually.
4. Repayment – Annual payments of \$200,000 commencing upon issuance of certificate of occupancy.

With final agreement approved subject to the following conditions:

1. There exists no default nor any act, failure, omission or condition that would constitute an event of default under this Agreement.
2. Owner shall execute, in recordable form where applicable, and deliver to City the Note and Deed of Trust.
3. A title insurer will issue a CLTA standard form lender's policy of title insurance insuring the priority of the Deed of Trust as a lien against the property.
4. Owner has obtained all approvals and permits necessary to commence the project.
5. Owner has completed all acts and obtained all approvals necessary for the issuance of the final granted permit for the project.

FISCAL IMPACT:

This agreement is not expected to impact the City's finances in that the agreement interest will cover interest earnings on what would otherwise be idle cash balances.

ATTACHMENTS:

1. Resolution 2022-35.
2. DIF Deferral Agreement (water and sewer connection charges).

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING A DEVELOPMENT FEE DEFERRAL FOR COACHELLA LAKES RV RESORT.

WHEREAS, Coachella RV LLC “Owner” owns certain real property located in the City of Coachella, located on Dillion Road and is developing Coachella Lakes RV Resort; and

WHEREAS, Coach RV is requesting a Development Impact Fee Deferral Agreement (Water and Sewer Charges) associated with the construction of the Project for up to five (5) years to a maximum amount of one million dollars (\$1,000,000) as set for in Exhibit C; and

WHEREAS, the City has agreed to enter into a Deferral Agreement for water, sewer connection fees; and

WHEREAS, the Owner needs the City Council to approve entering into these agreements to complete the project; and

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

SECTION 1 – Council approves entering into a development impact fee deferral agreement consistent with the draft agreement in Attachment A.

SECTION 2 - The City Manager is authorized to execute a development impact fee deferral agreement and related promissory note and deed of trust with Coach RV, LLC subject to minor modifications to conform language as needed provided final terms are consistent with those outlined in Attachment A.

PASSED, APPROVED and ADOPTED, this 14th day of September 2022.

Steven A Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Capos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-35 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 14th day of September 2022 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Development Impact Fee Deferral Agreement (water and sewer connection charges)

THIS FEE DEFERRAL AGREEMENT (this “Agreement”) is made and entered into as of June 8, 2022, by and between Coach RV LLC, a Minnesota limited liability company, dba Coachella Lakes RV Resort (“Owner”), and the CITY OF COACHELLA, a municipal corporation (“City”).

RECITALS

A. On March 6, 2019, the Planning Commission of the City of Coachella approved Architectural Review 18-18 and Conditional Use Permit 308 allowing for the construction of a new 469 space recreational vehicle campground community including a 1,400 sq. ft. clubhouse, two laundry/restroom buildings, and certain other buildings (the “Project”) on 78.3 acres of vacant land located at 44-790 Dillon Road (the “Property”).

B. The owner has requested that City defer a portion of the water and sewer related development impact fees (connection charges) charged in connection with the construction of the Project. All new developments are required to pay water and sewer connection fees for purposes of upgrading City water and sewer capacity to accommodate the additional service needs resulting from the new development.

C. On June 8, 2022, the City Council approved a deferral of the Deferred Fees (as hereafter defined) subject to certain conditions, including without limitation execution documents prepared by the City staff to evidence the deferral and repayment of the connection fees.

D. The parties now desire to enter into this Agreement to defer the receipt of a portion of the development fees associated with the construction of the Project, and that Owner shall repay the fees over time, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Deferred connection fees. City hereby agrees to defer a portion of the water and sewer fees due and payable by Owner in connection with the development of the Project for up to five years, up to a maximum amount of one million Dollars (\$1,000,000) as set forth on Exhibit C attached hereto and incorporated herein by this reference (collectively, the “Deferred Fees”). The payment of the Deferred Fees will be evidenced by a promissory note in the principal amount of the Deferred Fees, to be executed by Owner in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the “Note”). As security for the Note, Owner shall grant to City a deed of trust creating a valid lien upon the Property, in substantially the form attached hereto as Exhibit B and incorporated herein by this reference (the “Deed of Trust”).

2. Conditions Precedent to Deferral of the Deferred Fees. The following are conditions precedent, and shall be satisfactorily completed as a condition to deferral of the Deferred Fees by the City:

a. There exists no default, beyond any applicable cure period, nor any act, failure, omission or condition that would constitute an event of default beyond any applicable cure period under this Agreement;

b. Owner shall execute, in recordable form where applicable, and deliver to City the Note and the Deed of Trust;

c. A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing a CLTA standard form lender's policy of title insurance insuring the priority of the Deed of Trust as a lien against the Property, subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require;

d. Owner has obtained all approvals and permits (with the exception of issuance of the final building permit) necessary for commencement of construction of the Project.

e. Owner has completed all acts and obtained all approvals necessary for issuance of the final granting permit for the Project, subject only to completion of all other conditions precedent set forth in this Section 2, and delivery of the Note and the Deed of Trust;

3. Repayment. As more fully set forth in the Note, (i) the Deferred CFD shall accrue simple interest at the rate of three percent (3%) per annum from beginning July 1, 2022, (ii) Owner shall commence equal annual principal and interest installment payments on the outstanding balance by June 30, 2023 due every June 30th thereafter.

4. Subordination. City shall subordinate its right to receive the payments under the Note to financing obtained by Owner to construct and develop the Development, as well as to any subsequent refinancing thereof; provided, however, that City shall not be required to subordinate if, in the reasonable discretion of City, Owner has not presented reasonably satisfactory evidence to City that the Project will generate sufficient funds to pay the debt service on the financing that is proposed and to repay the Deferred Fees from the Project as set forth in Section 3 and in accordance with the Note.

5. Costs of Enforcement. Owner agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by City or adjudged by a Court: (1) reasonable costs of collection, costs, and expenses, and reasonable attorneys' fees paid or incurred in connection with the collection, enforcement, or foreclosure sale of any security for this Agreement, or of any covenant of this Agreement or such security, whether or not suit is filed; (2) costs of suit and such sums the Court may adjudge as attorneys' fees in any action to enforce payment of all amounts due under this Agreement or any part of it; and (3) costs of suit and such sums as the Court may adjudge as reasonable attorneys' fees in any other litigation or controversy connected with the enforcement of this Agreement.

6. No Liability of City Officials. No councilmember, director, official or employee of the City shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the City under this Agreement or for any amount which may become due to the City under the terms of this Agreement.

7. Certificate of Occupancy. City hereby acknowledges and agrees that payment of the Deferred Fees shall not be a condition of the City issuing the building permits for the Project, nor shall it be a condition of City issuing a Certificate of Occupancy with respect to the development.

8. Prevailing Wage.

a. Owner has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. (the “Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the work to be performed under this Agreement by Owner is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Owner agrees to fully comply with such Prevailing Wage Laws.

b. Owner shall defend (with counsel acceptable to the City), indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Owner and its contractors to comply with, to the extent applicable to the Project, all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

c. It shall be the sole responsibility of Owner to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Owner agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

9. Miscellaneous Provisions.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, to the jurisdiction of which the parties hereto submit.

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

c. Notices. Notices or other communications given under this Agreement shall be in writing and shall be served personally or transmitted by first class mail, postage prepaid. Notices shall be deemed received either at the time of actual receipt or, if mailed in accordance herewith, on the third (3rd) business day after mailing, whichever occurs first. Notices shall be directed to the parties at the following addresses or at such other addresses as the parties may indicate by notice:

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Finance Director

Owner: Coach RV LLC
2800 Niagara Lane
Plymouth MN 55447

d. Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

e. Headings. The titles and headings of the various sections of this Agreement are intended solely for reference and are not intended to explain, modify or place any interpretation upon any provision of this Agreement.

f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

g. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

h. Number and Gender. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates or requires.

i. Further Assurances. The parties shall execute, acknowledge, file or record such other instruments and statements and shall take such additional action as may be necessary to carry out the purpose and intent of this Agreement.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, legal representatives, successors and assigns.

k. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties concerning the subject matter contained herein, written or oral. No change, modification, addendum or amendment to any provision of this Agreement shall be valid unless executed in writing by each party hereto. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Any rule of law (including, without limitation, California Civil Code Section 1654) or legal decision that

would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

l. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

m. Counterparts. This Agreement may be executed in counterparts which taken together shall constitute one agreement.

[Remainder of page left intentionally blank. Signatures appear on following page.]

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

CITY:
CITY OF COACHELLA,
a California Municipal Corporation

OWNER:
Coach RV LLC, a Minnesota limited liability
company

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Name: _____
Title: City Attorney

ATTEST:

By: _____
Name: _____
Title: City Clerk

EXHIBIT A**PROMISSORY NOTE**

Not to Exceed:
\$1,000,000

June 8, 2022
Coachella, California

FOR VALUE RECEIVED, Coach RV LLC, a Minnesota limited liability company, dba Coachella Lakes RV Resort (the “Maker” or “Owner”), promises to pay the CITY OF COACHELLA, or order (“Holder” or “City”), the initial principal sum not to exceed one million dollars (\$1,000,000) (the “Deferred Fees”), or so much as may be deferred or advanced by the City, plus interest thereon pursuant to Section 3, below.

1. City and Owner have entered into that certain Fee Deferral Agreement, dated as of June 8, 2022 herewith (the “Agreement”), providing for, among other things, City’s agreement to defer the receipt of certain fees (collectively, the “Fees”) due and payable by Owner in connection with the Project. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. This promissory note (this “Note”) evidences the amount of the Fees to be deferred by the City, in the amount of one million dollars (\$1,000,000), which would otherwise be due and payable by Owner for the Project.

3. Commencing on July 1, 2022, and continuing throughout the term of this Note, the outstanding principal balance of the Deferred Fees shall accrue simple interest at the rate of three percent (3%) annually. Notwithstanding the foregoing, in the event of a Default as defined in Section 12, below, interest shall accrue at the default rate set forth in Section 13, below.

4. Payment of this Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (the “Deed of Trust”) from Maker to Holder, which Deed of Trust has been recorded against the Site. The Agreement, the Deed of Trust and this Note shall constitute the “Loan Documents.”

5. Owner shall pay the Note in five (5) equal annual payments of principal and interest in the amount of Two Hundred Eighteen Thousand Three Hundred Fifty-Four and 57/100 Dollars (\$218,354.57) with the first such payment being due on June 30, 2023. The outstanding balance of principal and interest of this Note, if any, shall be due and payable on June 30, 2027 (the “Maturity Date”).

6. Payment shall be made in lawful money of the United States to Holder at 53990 Enterprise Way, Coachella, California 92236. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

7. Maker hereby covenants and agrees that it shall maintain, or cause to be maintained, the Site in a manner consistent with the provisions set forth therefor in the City’s Municipal Code, and shall keep the entire Site reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Maker fails to maintain the Site, and has either failed to commence to cure such condition, or to diligently prosecute to completion the condition and such failure is not corrected within thirty (30) days from the date of written notice from Holder to Maker (or such longer period if the condition cannot reasonably be cured in thirty (30) days and Maker commences to cure the condition within thirty (30) days and thereafter diligently pursues the same), Holder may perform the necessary corrective maintenance, and Maker shall pay such costs as are reasonably incurred for such maintenance. The Holder shall have the right to place a lien on the property should Maker not reimburse Holder for such costs within sixty (60) days following Holder's written demand to Maker for reimbursement of such costs. Maker, on behalf of itself its heirs, successors and assigns, hereby grants to Holder and its officers, employees and agents, an irrevocable license to enter upon the Site to perform such maintenance during normal business hours after receipt of written notice from Holder as hereinabove described and Maker's failure to cure or remedy such failure within thirty (30) days of such notice (or such longer period as described above, if applicable). Any such entry shall be made only after reasonable notice to Maker, and Holder shall indemnify and hold Maker harmless from any claims or liabilities pertaining to any such entry by Holder.

8. The occurrence of any of the following shall constitute an event of default under this Note: (i) Maker fails to pay any amount due hereunder within fifteen (15) days of its due date; (ii) Any other breach by Maker under this Note if such failure is not corrected within thirty (30) days from the date of written notice from Holder to Maker (or such longer period if the failure cannot reasonably be cured in thirty (30) days and Maker commences to cure the condition within thirty (30) days and thereafter diligently pursues the same), (iii) any default by Maker under the Deed of Trust or the Agreement after the expiration of applicable notice and cure periods, including default under the transfer and assignment restrictions; (iii) Any default by Maker under any other loan document affecting the Project or the Site after the expiration of applicable notice cure periods provided; (iv) the filing or initiation of bankruptcy or insolvency proceedings by or against Maker, whether voluntary or involuntary that is not dismissed within sixty (60) days of initiation, or if Maker makes a general assignment for the benefit of creditors or states its inability to pay its debts as they mature; or (v) Maker dissolves or liquidates.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. However, this option may be exercised at any time following any such event for so long as such default continues, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof. Holder agrees that in the event any such default is cured by a general partner or limited partner of Maker within the times set forth herein, it shall accept such cure as a cure of the default under this Note.

9. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any Loan Documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has

elected to declare it immediately due and payable), shall be the lower of (i) Ten Percent (10%) per annum, or (ii) the highest rate then allowed by law, commencing as of the date of the default until paid in full, or until the default has been cured, whichever is applicable.

10. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

11. Maker agrees to pay immediately upon demand all reasonable costs and expenses of Holder including without limitation reasonable attorneys' fees: (i) if after default this Note be placed in the hands of an attorney or attorneys for collection; or (ii) if after a default hereunder or under the Deed of Trust, the Agreement or under any Loan Document referred to in this Note, Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the Agreement or other Loan Document.

12. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the Site or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by Maker immediately upon demand for all reasonable costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Property.

13. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

14. This Note shall be binding upon Maker, its successors, and assigns.

15. This Note shall be construed in accordance with and be governed by the laws of the State of California.

16. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. This Note is a nonrecourse obligation of Maker. Neither Maker nor any of its general and limited partners shall have any personal liability for repayment of the Loan, and the Holder must resort only to the Project or the Site, or both, for repayment should the Maker fail to repay the sums evidenced hereby.

18. Regardless of the limitation of liability above, Maker will be fully liable for the following:

A. Failure to pay taxes, assessments, and any other charges that could result in liens against the Site or any portion of the Site or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents, provided, however, that if Maker is contesting these taxes, assessments or other charges, any delay in the payment of such items shall not be a default hereunder;

B. Failure to pay and discharge any material liens or other liens against any portion of the Site or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents, provided, however, that if Maker is contesting such liens, any delay in the payment of such items shall not be a default hereunder; or

C. Fraud or intentional misrepresentation with respect to any representation, warranties, or certifications made in the Loan Documents, or otherwise made by Maker in connection with the loan evidenced by this Note.

D. Retention by Maker of any rental income or other income arising with respect to any portion of the Site or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents subsequent to the date of any notice of default from Holder to Maker, or which, under the terms of the Loan Documents, should otherwise have been paid to Holder;

E. Retention by Maker of any insurance proceeds, condemnation awards, or other similar funds or payments attributable to the Site or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents that, by its terms, should have been paid to Holder or used in a manner contrary to the use made by Maker; or

F. Waste on the Site, or any failure to maintain, repair, or restore any portion of the Site or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents in accordance with the terms.

Nothing in this section will affect or limit the rights of Holder to enforce any of Holder's rights or remedies with respect to any portion of the Site described in the Deed of Trust or any other collateral pledged, encumbered, or otherwise covered by the Loan Documents.

[Remainder of page left intentionally blank. Signatures appear on following page.]

IN WITNESS WHEREOF, Maker has executed this Note as of the date first written above.

MAKER:

Caoch RV LLC, a Minnesota limited liability
company,

By: _____
Name: _____
Title: _____

EXHIBIT B

**RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:**

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Clerk

No fee required for recording pursuant to
Government Code § 27383

Space Above This Line For Recorder’s Use

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust is made as of June 8, 2022, among Coach RV LLC, a Minnesota limited liability company, dba Coahcella Lakes RV Resort whose address is 2800 Niagara Lane, Plymouth, Minnesota 55447 (“Trustor”) and the CITY OF COACHELLA, a municipal corporation of the State of California, whose address is 53990 Enterprise Way, Coachella, California 92236 (“Beneficiary”). [NOTE TO CITY: Please designate a Trustee.]

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor’s estate, right, title and interest in, to and under the following property (collectively, the “Property”): (a) the real property in the City of Coachella, County of Riverside, California, described on Exhibit A attached hereto and incorporated herein by this reference, together with all existing and future easements and rights affording access to it (the “Land”), (b) together with all buildings, structures and improvements now existing or hereafter constructed thereon (the “Improvements”), and (c) together with all articles of personal property owned by Trustor now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a “fixture” under applicable law (each a “Fixture,” collectively “Fixtures”), provided, for clarity, that mobile homes and trailers shall not be deemed Fixtures.

- 1. **Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing the following obligations (the “Secured Obligations”): (a) payment of the sum of up to one million dollars (\$1,000,000) with interest thereon according to the terms of a promissory note (the “Note”) of even date herewith, executed by Trustor in favor of Beneficiary or order and any extension or renewals thereof; (b) payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by a promissory note or notes executed by Trustor reciting that they are secured by this Deed of Trust; (c) performance of each obligation of Trustor under that certain Fee Deferral Agreement, dated June 8, 2022, entered into between Trustor and Beneficiary (“Agreement”); and (d) performance of each agreement of Trustor

incorporated by reference or contained herein. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. **Maintenance and Repair.** Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building (excluding mobile homes and trailers which are not owned by Trustor) which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished with respect to the Property; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary.
3. **Insurance.** Trustor shall maintain hazard insurance against loss by fire, hazards included with the term “extended coverage,” and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be reasonably acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, and shall require 30 days’ prior notice to Beneficiary before the policy is modified or terminated.
4. **Defense of Security.** Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all reasonable costs and expenses, including costs of evidence of title and attorneys’ fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. **Payment of Taxes and Liens.** Trustor shall pay (a) at least 10 days before delinquency, all taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all costs, fees and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust within the times periods provided and beyond any applicable cure period, then Beneficiary or Trustee may, without obligation to do so, and with notice to Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys’ fees.
6. **Notices to Limited Partners; Right to Cure.** Following written request to Beneficiary by any limited partner of Trustor, Beneficiary shall deliver to such limited partner a copy of any notice or demand provided to Trustor hereunder. Any limited partner of Trustor shall have the right to cure any default within the applicable cure period described herein, whether in its own capacity or on behalf of the Trustor, and Beneficiary shall accept such

cure as if tendered by Trustor. However, failure by Beneficiary to deliver any such notice to Trustor's limited partner shall not be a default under this Deed of Trust.

7. **Reimbursement of Costs.** Trustor shall pay upon demand all reasonable sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate provided in the Note.
8. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.
9. **Reconveyance.** That upon written request of Beneficiary (which may be requested first by Trustor) stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its reasonable discretion may choose and upon payment of any Trustee fees required to be paid hereunder, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
10. **Subordination.** Beneficiary and Trustee each acknowledge and agree that this Deed of Trust is subordinate to existing financing obtained by Trustor, which such financing is evidenced in the land records. Beneficiary and Trustee further agree that this Deed of Trust shall be subordinate to any refinancing obtained by Trustor and agree to execute any reasonable instruments requested by Trustor's lender(s) to effect such subordination.
11. **Assignment of Rents.** Subject to the subordination set forth at Section 10 hereof, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income and other benefits (collectively, the "Rents") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title and interest in the Rents, the foregoing, so long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use and enjoy the same. Upon the occurrence of such a default, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default and at any time thereafter during the continuance thereof, Beneficiary may, at its

option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice. Beneficiary agrees that its rights pursuant to this Section 11 are subject to the subordination set forth at Section 10 and that Beneficiary will not exercise any such rights without first coordinating with any lender whose interest has priority over this Deed of Trust.

12. **Default and Foreclosure.** Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.
13. **Substitution of Trustee.** Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.
14. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

15. **Trustee Acceptance.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
16. **Further Assurances.** Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver one or more financing statements, chattel mortgages, or comparable security instruments, if reasonably required to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.
17. **Condemnation and Insurance Proceeds.** Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Subject to the subordination set forth at Section 10 hereof, Trustor hereby authorizes and empowers Beneficiary as attorney in fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Subject to the subordination set forth at Section 10 hereof, Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney in fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, if not paid to a trustor with priority, shall be paid to Beneficiary. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of

applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may reasonably require. Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary determines that such restoration, repair or rebuilding is economically feasible. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project (as defined in the Agreement) is subject to a partial condemnation or taking, then the proceeds received therefrom, to the extent not paid to a trustor with priority, shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Loan Documents following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Housing Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Note, with the excess, if any, paid to Trustor.

18. **Severability.** If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.
19. **Estoppel Certificate.** Trustor shall, within ten (10) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.
20. **California Uniform Commercial Code Security Agreement; Fixture Filing.** Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions and proceeds (including insurance proceeds) of all of the foregoing (collectively, the “Personal Property”). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall

execute and deliver to Beneficiary, upon Beneficiary’s request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Uniform Commercial Code any other security interest in the Personal Property. Upon Trustor’s breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary’s option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary’s remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

- 21. **Due On Sale or Encumbrance.** Except as set forth in the Agreement, if all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operational law, Beneficiary may, at Beneficiary’s option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor’s address hereinbefore set forth.

TRUSTOR:

Coach RV LLC, a Minnesota limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

DEFERRED FEES

Total Development Impact Fees	\$1,770,448
Less Payments Made	<u>-\$770,448</u>
Deferral Amount	\$1,000,000

ACKNOWLEDGMENT

[INSERT NOTARY PAGE]



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Set City penalty and penalty interest rates.

STAFF RECOMMENDATION:

Approve Resolution No. 2022-82 setting a penalty and penalty interest rate for delinquent or deficient transactions that do not currently have a specified penalty and/or penalty interest rate.

BACKGROUND:

The City's municipal code has numerous sections that stipulate a penalty and/or penalty interest should be charged at a rate set by Council through a separate resolution. There are other instances that occur administratively from time-to-time where a penalty and/or penalty interest are warranted, but there is no established standard penalty or penalty interest rate. Often this leads to the inability to adequately charge such rates.

A significant number of the City's municipal code sections allowing for penalty and penalty interest charges do specify one or both of the rates. Additionally, many City agreements and programs separately state a penalty and penalty interest rate (often in a default provision of an agreement). This action is not intended to supersede or negate any otherwise specified penalty and/or penalty interest rate. The sole purpose of this action is to establish a penalty and penalty interest rate that can be used in instances where no other penalty and/or penalty interest rate is set.

DISCUSSION/ANALYSIS:

Penalty rates are intended to be punitive in nature. The intent being to dissuade responsible parties from intentionally failing to remit required payments to the City. The proposed penalty and penalty interest rates are based on industry standards for certain taxes. Established City tax penalty rates range from 20% (TOT) to 50% (Cannabis) for failing to timely file and pay depending on length of delinquency.

Some City ordinances have provisions for the waiving or reduction of penalties and/or interest by certain City staff or City Council. Since the proposes penalties and penalty interest rates will be applied to situations that could potentially be caused by exigent circumstances, the resolution contains a provision for the waiving or reduction of the penalties by the City Manager or other

City staff specifically charged within the municipal code section under which the penalty and penalty interest are being applied provided the waiver is warranted and in the best interest of the City.

FISCAL IMPACT:

This action should provide additional revenue to the City's various funds over time.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2022-82 setting the City penalty rate at 15% and the penalty interest rate at 0.75% per month (9% annualized).
2. Approve Resolution No 2022-82 setting the City penalty and penalty interest rate, but stipulate different rates than recommended.
3. Do not approve a penalty and penalty interest rate limiting staff's ability to utilize penalties to ensure timely reporting and payment.

ATTACHMENTS

Resolution 2022-82

RESOLUTION NO. 2022-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, SETTING CITY WIDE PENALTY AND PENALTY INTEREST RATES

WHEREAS, the City requires numerous payments and reporting through various ordinances, resolutions, agreements and programs.

WHEREAS, the City has a need to ensure timely payments. The ability to charge a penalty and penalty interest is an effective mechanism to enforce required payment and reporting requirements.

WHEREAS, numerous sections of the City's municipal code require a separate penalty and/or penalty interest rate be set by Council through separate resolution.

WHEREAS, numerous municipal code sections, separate agreements and programs do specify a penalty and/or penalty interest rate. This resolution is strictly limited to situations where there is no penalty and/or penalty interest rate otherwise set in any form.

WHEREAS, this resolution is not intended to establish or implement a penalty and/or penalty interest but rather to establish a rate. Approved rates will be applied to situations where penalty and/or penalty interest charges are separately approved by ordinances, resolutions, agreements and programs.

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

Section 1. 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. The City penalty rate is set at 10% upon delinquency and an additional 5% when the delinquency exceeds thirty-one days beyond the due date.

Section 3. The City penalty interest rate is set at 0.75% per month (9% annualized) to be applied by the most expedient method as administratively determined with a maximum cumulative amount of 36%.

Section 4. When the penalty and penalty interest rates are determined to apply, the City Manager or designee or other City staff charged by Council to administer the item causing the penalty to apply, is authorized to reduce or waive the penalty or penalty interest charged. The reduction or waiver are permissible provided there are exigent circumstances and waiving the penalty and/or penalty interest is demonstrated and documented to be in the best interest of the City. If the ordinance, resolution, agreement or program to which this resolution is being applied requires a penalty or penalty interest and does not allow for a waiver, this section does not apply.

PASSED, APPROVED and ADOPTED this 14th day of September 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. 2022-82 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of September 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution No. 2022-84 entering into a professional service agreement for a utility manpower study with Raftelis.

STAFF RECOMMENDATION:

Approve Resolution No. 2022-84 entering into a professional service agreement for a utility manpower study with Raftelis and appropriate funding in the amount of \$90,720 (proposal amount plus 20% contingency) from the water (178) and sanitary (361) funds in equal proportions.

BACKGROUND:

During labor negotiations for 2022-2023, the City agreed in memorandums of understanding with the City's Sanitary Employees & Miscellaneous Employees and Confidential Mid-Management Employees bargaining units to perform a manpower study for water and sanitary utility operations. The City published a request for proposal (RFP) on July 6, 2022 with a proposal deadline of August 11, 2022. Only one proposal was received from Raftelis with a proposed cost of \$75,600.

DISCUSSION/ANALYSIS:

Operations employees in the water and sanitary utility department have had ongoing concerns that certain areas of utility operations are understaffed. The Manpower study was proposed to address this concern. City Management recognizes the potential that there are operational processes that are understaffed or are not being performed due to staffing constraints. The purpose of this study is to analyze the process and task needs of the utilities and then determine appropriate staffing levels based on industry comparisons and other process measurement techniques. Under the terms of the respective MOUs, this study will be utilized in performing a subsequent compensation study for utility operations personnel.

The proposal received from Raftelis addresses the City's needs as laid out in the RFP. The RFP was evaluated by a four member review team consisting of the finance director, utility manager, water superintendent and sanitation superintendent. The review team did have concerns about awarding a contract with only one respondent. However, the review team was able to determine the proposed cost is reasonable based on anticipated consulting hours and was able to determine that the proposal met all the requirements of the RFP. Given that the study is behind the deadline

agreed to in the MOU and that the proposal from Raftelis is complete and reasonable, the review team recommended approval and award of the agreement to Raftelis.

FISCAL IMPACT:

With this action Council appropriates up to \$90,720 from the water (178) and sanitary (361) funds in equal proportions.

ALTERNATIVES:

1. Approve Resolution No. 2022-84 awarding a utility manpower study to Raftelis as staff recommends.
2. Direct staff to meet and confer with the City's labor unions and employee representatives to extend the MOU contract deadline.

ATTACHMENTS

Resolution 2022-84

Proposal from Raftelis for a utility manpower study

RESOLUTION NO. 2022-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS TO PREPARE A UTILITY OPERATIONS MANPOWER STUDY

WHEREAS, the City agreed in memorandums of understanding with the City’s Sanitary Employees & Miscellaneous Employees and Confidential Mid-Management Employees bargaining units to perform a manpower study for water and sanitary utility operations.

WHEREAS, the City published a request for proposal (RFP) on July 6, 2022 with a proposal deadline of August 11, 2022.

WHEREAS, only one proposal was received from Raftelis with a proposed cost of \$75,600.

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

Section 1. 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. The City Manager is authorized to enter into a contract with Raftelis to complete the agreed to manpower study. The total study cost is not to exceed \$90,720 (proposal price plus contingency for additional analysis).

PASSED, APPROVED and ADOPTED this 14th day of September 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. 2022-84 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of September 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



City of Coachella

Utility Operations Manpower Study

PROPOSAL / AUGUST 11, 2022





Making our world better.

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

1. Access to clean water and conservation
2. Affordability
3. Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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No Deviations from the RFP

Photo on cover courtesy of Bureau of Land Management (Flickr)

August 11, 2022



Mr. Nathan Statham
Finance Director
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

Subject: Proposal for Utility Operations Manpower Study

Dear Mr. Statham:

We know your community expects high levels of service, value, and efficiency from its utilities. Helping public utilities and local governments maximize resources to meet expectations is what we do at Raftelis Financial Consultants, Inc. (DBA Raftelis). We have the nation's largest and most experienced consulting practices focused on public utility and local government management, operations, and financial consulting. We provide exceptional services to assist public organizations to meet performance objectives. We believe Raftelis will be a great match for your needs.

Raftelis has served as a trusted advisor to more than 1,200 public utilities across the U.S. and several hundred in California. We have a thorough understanding of water, wastewater, reclaimed water, and electric utility operations, as well as organizational improvement methods required to help achieve operational and strategic objectives. Our project framework encourages collaboration, culture building, and continuous improvement.

Our core project team has extensive experience performing organizational, operational, and financial assessments as consultants, and also as employees of public organizations. I will serve as Project Director and am a former utility General Manager and elected board member of a regional public water and wastewater utility, who has over 25 years of experience regulating, leading, and consulting with utilities. I have served as a co-author and editor of the American Water Works Association (AWWA) *Manual M5, Water Utility Management*. I am also vice chair of the AWWA Benchmarking Advisory Committee and Chair Emeritus of the AWWA Strategic Management Practices Committee. I have worked together with our Project Manager, Rebekka Hosken, a seasoned local government finance and management expert, on multiple utility projects just like this one in Southern California.

We bring significant strengths that will contribute to meeting the desired staffing, organizational, and operations goals of the City of Coachella. The City will have the support of our full staff of 143 consultants and 22 support staff. If you have any questions, please do not hesitate to contact Seth Garrison by phone at (207) 303-0138 or by email at sgarrison@raftelis.com.

Sincerely,

A handwritten signature in blue ink that reads 'Seth W. Garrison'.

Seth W. Garrison
Project Director

Executive Summary

The City of Coachella is seeking a partner to perform an objective analysis of processes and staffing levels for its water and wastewater utilities. The goal is to establish the personnel needs of the utilities in an equitable, competitive, and legally defensible manner.

Our proposed process for performing an organization and workforce study for the public utilities serving the City of Coachella (City) is thoughtful, straightforward, and proven. We have used it many times for similar projects in Southern California and across the U.S., including recently for the water and wastewater utilities in the cities of Oceanside, San Diego, and Corona and those serving Bullhead City and Lake Havasu in Arizona. The foundation of the approach is built on Raftelis' **Engage-Assess-Compare-Enhance** methodology, which has been used successfully with numerous utilities.



We interview utility managers and supervisors, as well as a cross-section of staff from across the organization, carefully analyze data and documentation, compare operations with those in other agencies, and review business processes to identify potential inefficiencies, so we can provide defensible staffing and process recommendations. In addition, we will help with phasing and implementing our recommendations, considering your unique operating environment.

We don't just talk to managers and supervisors. We also visit facilities, observe activities, and talk with operators, maintenance technicians, engineers, and more so we fully understand activities. We spend time with billing and finance personnel to review the "meter to cash" cycle, which is critical to ensuring revenue capture and stability, as well as customer satisfaction. We will also review the use of Computerized Maintenance Management System (CMMS), SCADA, asset management, GIS, LMS, and other technologies. We will identify how the groups interact with each other and with other City departments to ensure smooth workflows and efficient use of resources. We will consider projections, planned changes, and initiatives to determine their impact on staffing and operations.

We have assembled a team of true public sector and utility experts. Your Project Director, Seth Garrison, has assisted hundreds of utilities throughout the U.S. and internationally. He is considered a national expert on performance management for water and wastewater utilities. The Project Manager, Rebekka Hosken, has worked in California cities and as a consultant for over 20 years and has direct experience in public works, finance, and city administration. They are supported by a team of skilled consultants, all of whom have advanced degrees and "hand-on" experience with utilities and local government operations. Our team is proven and has worked together on numerous assignments in the last three years remarkably similar to this one. This is what we do!

We are confident Raftelis is the right choice for this engagement, and we welcome the opportunity to serve as a trusted advisor to the City of Coachella.

Who We Are

RAFTELIS HELPS UTILITIES AND LOCAL GOVERNMENTS THRIVE

Utility and local government leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone, including utilities serving 38 of the 50 largest metro areas in the U.S. We provide trusted advice, because our experts include former municipal and utility leaders with decades of experience running successful organizations.

People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

+ VISIT [RAFTELIS.COM](https://www.raftelis.com) TO LEARN MORE

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



DEPTH OF RESOURCES

With nearly 130 consultants, Raftelis has the largest dedicated water, wastewater, and stormwater utility organizational, financial, and technology consulting practice in the nation. Our depth of resources will allow us to staff this project with the personnel necessary to meet objectives efficiently and expeditiously.



FOCUS

Raftelis is focused on providing management and financial services to water, wastewater, and stormwater utilities. This focus allows us to cultivate unique knowledge and skills that are extremely specialized to the services that we offer. We're not engineers dabbling in utility management like many design and engineering firms. Our focus is on helping utilities across the nation perform at their best. Our insightful, independent, and objective perspective will allow us to provide the City with the best possible outcomes.



HANDS-ON UTILITY MANAGEMENT EXPERTISE

A unique differentiator of our team is that we offer the City the opportunity to directly access best practice experts. Our team has worked with hundreds of utilities using engaging, collaborative processes that often involve group facilitation. Our team members have also managed utility organizations. In other words, "they've walked in your shoes."



UNPARALLELED EXPERIENCE

Raftelis staff have assisted numerous utilities throughout the U.S. and abroad with management and financial consulting services. Our extensive regional and national experience will allow us to provide innovative and insightful recommendations and will provide validation for our proposed methodology, ensuring that industry best practices are incorporated.



INDUSTRY LEADERSHIP

Our senior staff is involved in shaping industry standards by chairing various committees within the prominent industry associations. Raftelis' staff members have also contributed to many industry standard books regarding utility management, operations, and finance. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and will give the City the confidence that our recommendations are insightful and founded on sound industry principles.



Leading the industry

Raftelis staff shape industry standards for water and wastewater utility finance and management through our active leadership in AMWA, AWWA, WEF, NACWA, and EPA. Leadership positions for these organizations include:

AWWA

- Past President
- Asset Management Committee - 2 members
- Benchmarking Committee - Vice Chair
- Finance, Accounting, and Management Controls Committee - 4 members
- Rates and Charges Committee - 6 members
- Strategic Management Practices Committee – Chair & 3 Past Chairs
- Public Affairs Council - 2 member

WEF

- Finance and Administration Subcommittee - Chair
- Government Affairs Committee - 1 member
- Technical Practices Committee - 1 member
- Utility Management Committee - 7 members
- WEFTEC Conference Planning Committee - 1 member

EPA

- Environment Financial Advisory Board - 1 member



We wrote the book

Raftelis staff have co-authored many of the industry’s leading guidebooks regarding water and wastewater financial and management issues, including:

- *Manual M5, Water Utility Management* (AWWA)
- *AWWA Utility Benchmarking: Performance Management for Water and Wastewater*
- *The Effective Water Professional* (WEF)
- *Affordability of Wastewater Service* (WEF)
- *Manual of Practice No. 27, Financing and Charges for Wastewater Systems* (WEF)
- *Manual M1, Principles of Water Rates, Fees and Charges* (AWWA)
- *Water and Wastewater Finance and Pricing: The Changing Landscape*
- *Water and Wastewater Rate Survey* (conducted and published in collaboration with AWWA)
- *INSIGHT* database and survey (conducted in collaboration with AMWA)
- *Water Rates, Fees, and the Legal Environment* (AWWA)

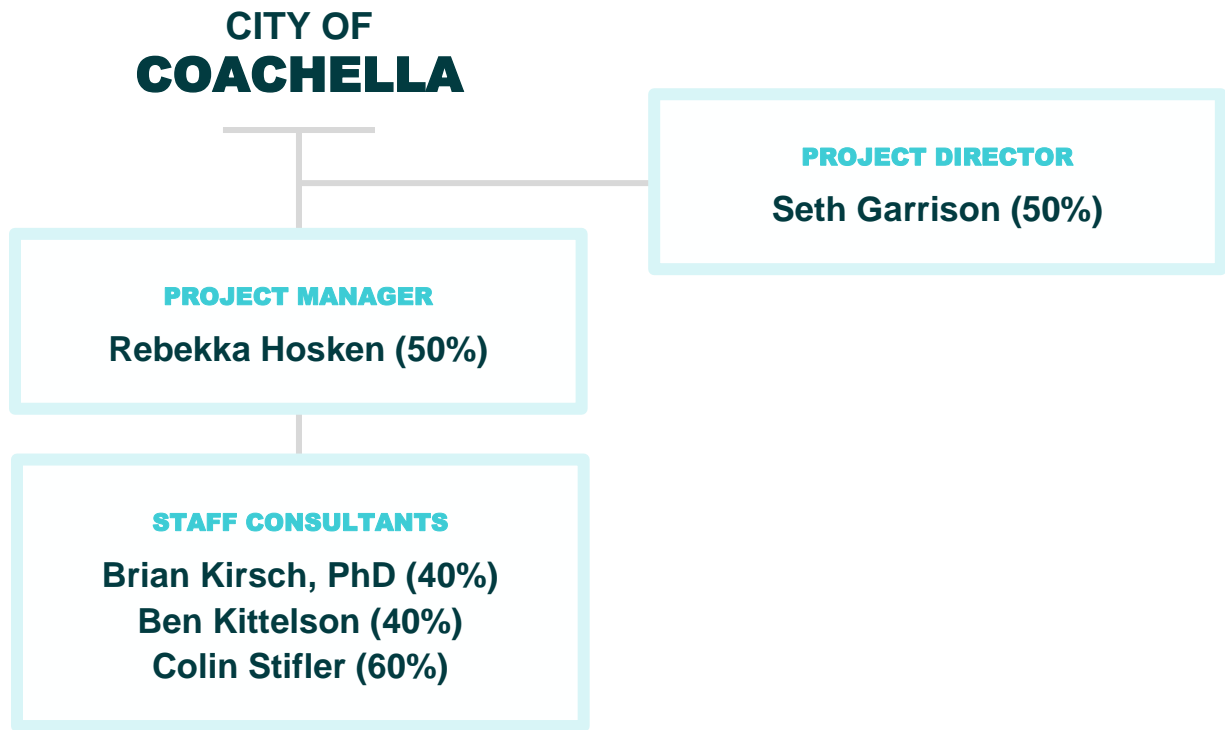
Personnel

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE PROJECT.

Our project team is made up of senior-level consultants with direct utility and local government experience. We place a high priority on being responsive to our clients and, as we determine scope and staffing for each project, we carefully consider our workload and the availability of resources to meet client needs and project schedules.

If selected for this project, we will conduct a scoping meeting with City staff and our project team to discuss the work plan to ensure we agree on how best to achieve the City’s goals and objectives. This meeting will include a discussion of our proposed schedule and timing requirements for meetings, milestones, and deliverables, so that our teams have a full understanding of what to expect on the project. Throughout the project, we will provide the City with frequent updates so that you are constantly aware of the status of the project and our progress towards meeting milestones and deadlines.

An organizational chart of our project team is as follows, and resumes for each team member are on the following pages. No subconsultants are proposed for this work; all team members are Raftelis employees. The availability of each member is noted.



Seth Garrison

PROJECT DIRECTOR

Senior Manager



ROLE

Seth will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Seth has over 25 years of experience leading, providing consulting to, and regulating utilities and public agencies of all sizes, both public and private, domestically and internationally. He combines over 15 years of hands-on experience as the former General Manager/Executive Director of a regional utility and as an elected board member of two water and wastewater utilities, with an additional overlapping 15 years of consulting experience advising several of the largest and best-known utilities in the U.S., the U.S. Agency for International Development (USAID), and several foreign governments on management strategy, organizational development, and operations and maintenance practices. Seth has extensive knowledge of performance management techniques, advanced operations and maintenance practices, and change management frameworks.

Seth has a history of seeking challenging assignments where he can apply his extensive public sector experience and multi-disciplinary education in management, economics, and engineering to complex problems. He began his career as a regulator, leading implementation of the complex and enormously expensive Surface Water Treatment Rule as part of the Safe Drinking Water Act amendment of 1986. He became the General Manager/Executive Director of a failing utility that was teetering on the edge of financial insolvency at the age of 24. He turned the utility into an award-winning organization. Seth has worked internationally, helping the governments of Afghanistan, Jordan, Guam, and Mozambique implement management practices and environmental policy at the national level, while simultaneously assisting development agencies with the implementation of more than \$500 million in infrastructure and programmatic spending. In addition, he has assisted well-known utilities like Pittsburgh Water and Sewer Authority, Metro Water Services (Nashville), Boston Water and Sewer Commission, New York City DEP, Denver Water, Philadelphia Water, North Texas Municipal Water District, and PRASA (Puerto Rico) solve complex management and infrastructure strategic challenges.

Specialties

- Utility and asset management
- Performance management (measurement, benchmarking, dashboarding, etc.)
- Operational efficiency and effectiveness
- Organizational and operations assessments
- Capital planning and budgeting
- Organizational capacity building
- Utility governance

Professional History

- Raftelis: Senior Manager (2016-present)
- Portland Water District: Board of Trustees - Administration & Finance Committee Chair (2014-present)
- Scarborough Sanitary District: Board of Trustees (2013-2016)
- Woodard & Curran, Inc.: Vice President - Utility Management Practice Leader (2012-2016)
- CDM Smith, Inc.: Senior Management Consultant (2004-2012)
- Bath Water District: General Manger (1995-2004)
- State of Maine: Drinking Water Program: Surface Water Treatment Rule Coordinator (1993-1995)

Education

- M.A. in Public Policy & Management - University of Maine (2010)
- Masters Cert. in Performance Management - University of Maine (2009)
- Masters Cert. in Non-Profit (Public Sector) Management - University of Maine (2008)
- B.S. in Environmental Engineering (Minor Economics) - Rensselaer Polytechnic Institute (1993)

Certifications

- Certified Lean Six Sigma Master Black Belt
- BAMI-I (CTAM) Certification in Infrastructure Asset Management (Indiana University)
- Class IV Water System Operator (lapsed)
- Conflict Resolution Program - Harvard Business School

Professional Memberships

- AWWA: Past Chair of Strategic Management Practices Committee & Vice Chair of the Benchmarking Advisory Committee
- WEF: Utility Management Committee
- New England Water Environment Association: Utility Management Committee
- New England Water Works Association
- Maine Water Utilities Association: Past Board of Directors Member

Seth is the recent past Chair of the AWWA’s Strategic Management Practices Committee, which is responsible for the *M5 Utility Management Manual* – the industry guide for utility management practices. He participates bi-annually on producing AWWA’s *Benchmarking Performance Indicators for Water and Wastewater* as the Vice Chair of the Benchmarking Advisory Committee. He has helped edit and co-author additional industry publications and guidance documents including AWWA *M29 Water Utility Capital Financing, Fourth Edition* and *M82 Utility Innovation*.

KEY PROJECT EXPERIENCE

City of Corona – Department of Water and Power (CA)

The City of Corona (Corona) is a community of 172,000 that lies on the northeastern edge of the Santa Ana Mountains about 70 miles southeast of Los Angeles. Wedged between affluent areas of Orange County and more rural areas to the west, the city and its Department of Water and Power (DWP) must find the right equilibrium between the levels of service provided and affordability. Traditionally, there has been an uneasy balance between customers wanting leaner service offerings at a lower cost and a similar-sized group of customers wanting more services at a moderate additional cost. A recent rate increase after a seven-year pause was the catalyst to reignite the debate over service levels and costs. In response, the DWP hired Seth (Project Director) and Raftelis to perform a comprehensive independent audit of the services and the associated value customers receive.

The audit reviewed all the major aspects of how the DWP operates from its organization and management through its business processes, relationships with other departments, and operations. Using Raftelis’ tested Engage-Assess-Compare-Enhance methodology, the DWP learned how it compares with similar entities using a series of benchmarks, as well as national utility data. Raftelis looked beyond the numbers at business processes and practices to see how DWP aligns with industry best practices. Raftelis layered its analysis with Lean techniques to review the efficiency and effectiveness of practices, and an assessment of technologies such as the city’s ERP, departmental Computerized Maintenance Management System (CMMS), and other major platforms. The results of the audit showed the DWP how much value it provides compared to other utilities and where it can provide more value.

Because the DWP provides water, water reclamation, reclaimed water (wastewater), and electricity services, under the larger city government umbrella, there are multiple opportunities for additional resources sharing and efficiency gains. Raftelis identified changes in procurement practices, for example, to better utilize the already lean number of staff in the department. Changes associated with leasing payments between the enterprise funds of the DWP utilities and the city’s general fund are also being explored, in addition to a variety of specific workflow changes and the addition of business analysis and project management resources to support DWP strategic efforts.

Southern California Edison – Catalina Operations (CA)

Since 1962, Southern California Edison (SCE) has owned and operated the water system on Santa Catalina Island, which serves approximately 2,000 accounts associated with over 4,000 full-time residents and over one million annual visitors. Catalina is situated roughly twenty-nine miles southwest of the port of Long Beach and. The only incorporated city on the island, the City of Avalon, accounts for roughly 4% of Catalina’s land area, 91% of its population, and over 80% of its water use. Approximately 88% of the island is protected by the conservancy, a nonprofit organization whose mission is to preserve the island’s natural resources, provide education and offer recreation. Catalina is completely isolated from mainland water sources and relies upon local groundwater wells which produces approximately 75% of the potable water and using two desalination plants producing the remaining 25% to meet customer water demands. In the event of emergencies or drought, potable water must be shipped to the island via barge.

SCE hired Seth (Project Director) and the team from Raftelis to perform a comprehensive organization and operations assessment of the Catalina operations as part of a multiphase planning effort. The project included a review of major operations practices, encompassing asset management strategies, staffing, organization, and management of the utility. Raftelis found that island staff struggled with many resource and logistics issues associated with the unique conditions on

the island. Many assets were in poor condition. Raftelis recommended several changes including enhancing the use of the SAP Computerized Maintenance Management System (CMMS), adopting SCADA, and providing additional equipment and training for operations personnel before considering additional staff. Raftelis also recommended that the Catalina operations have a “champion” to represent their interests to the larger SCE organization; currently there are several SCE groups that have various interests in the operation.

Montecito Water District (CA)

The Montecito Water District (District) engaged Seth (Project Director) and Raftelis to perform a market compensation analysis for its full-time positions. Raftelis obtained current and relevant salary structure and selected pay information from published surveys representing peer California utilities, national water-sector utility data, and other employers in the relevant market areas for this analysis. The data is supplemented with additional information to reflect general economic trends related to compensation levels. The objectives of the analysis were to provide the District with information and recommendations to assist in ensuring the District’s ability to attract and retain qualified staff and to ensure staff are compensated fairly, in a manner commensurate with their job duties and responsibilities.

Based on industry, national, regional, and peer utility comparisons, Raftelis noted that the cost of living in Santa Barbara County is roughly equal to median levels across California, but the cost of living in Montecito, mainly driven by housing prices, is significantly higher than those in most other areas of Santa Barbara County and California. District salaries appear to be broadly in line with surveyed peers and the 2019 American Water Works Association (AWWA) salary survey, based on the cost of living in Santa Barbara County, which includes both higher and lower cost areas. A couple of positions appear undercompensated as compared to similar positions at other utilities, though there are very limited peer comparisons. Raftelis recommended that the District review its job descriptions and/or compensation for certain positions.

Sacramento Region Water Utility Collaboration/Consolidation Study (CA)

Water resources are becoming harder to obtain and more complex to allocate, regulations are more burdensome, and budgets are increasingly tight in many areas of the U.S., particularly in California. In this environment, there simply are not enough resources to meet every need if utilities adhere to the same old ways of doing business. Innovation and improvement are critical. The Sacramento Region Water Utility Collaboration/Consolidation Study led by Seth and Raftelis is providing an opportunity for collaboration to help address many of these issues. Seven participating water agencies in the Sacramento Region are seeking to build successful collaborative efforts to benefit all agencies and their customers. The agencies include Sacramento Suburban Water District, San Juan Water District, Carmichael Water District, Citrus Heights Water District, City of Folsom, Del Paso Manor Water District, and Rio Linda/Elverta Community Water District.

The study identified and nurtured mutually beneficial opportunities that is leading to cost savings for customers, providing economies of scale, beneficial integration of resources, improved services, and more efficient use of staff, equipment, and capital resources. Sacramento Suburban Water District and San Juan Water District, two of the participating entities, have already identified opportunities to improve collaboration and potentially merge operations into one consolidated district as part of past studies. Seth (Project Manager) and Raftelis are worked closely with the participating agencies to through the following activities:

- Benchmarking and programs comparisons across entities
- Identifying and studying collaboration opportunities
- Building financial models to evaluate different delivery approaches and financial implications, including potential rate impacts
- Reviewing legislation, policies, and standard operating procedures (SOP) facilitate better resource sharing across entities
- Stakeholder engagement and communication

The project has produced a detailed assessment of seven areas where the participating agencies could potentially achieve benefits through additional collaboration. They include paving services, distribution system Preventative Maintenance (PM) activities, Human Resources (HR), on-call/emergency services (after normal business hours), water resources, leak detection and water conservation programs.

Fort Collins (CO)

The City of Fort Collins (City) contracted Raftelis and our predecessor TNCG, to assess the organizational structure of Utility Services and recommend an appropriate structure for the current operating environment. The project effort included staff and stakeholder interviews, peer agency benchmark research, and a survey of Utility Services staff members. This information was used to better understand Utility Services’ operating requirements and service demands as well as the changing and competitive service environment in which it now works. The report builds on this information to understand the current organizational structure and reporting relationships of Utility Services in order to consider alternative organizational approaches to meet their unique local demands.

The report concludes with a phased approach to reach a recommended organizational structure that will better support both the Department’s and the City’s needs for appropriate management support and organizational sustainability. The report also includes a high-level organizational structure to identify recommended actions necessary beyond Utility Services to support effective management of the utility and the City organization. The actions supporting the reorganization of Utility Services and the associated reporting changes for senior City executive leadership constitute a series of “building blocks” to move the organization forward.

Anchorage Water and Wastewater Utility (AK)

Seth has worked on several projects over the years with Anchorage Water and Wastewater Utility (AWWU). These efforts have included a comprehensive organizational study as well as asset management projects. The organizational and operations assessment included a detailed look at how the utility operates, considering staffing, work processes and potential partial consolidation with other municipal department such as solid waste. This work included interviews with senior staff, as well as managers and supervisors through the organization. Benchmarking and business process work was done to highlight areas for improvement. The project produced a revised organizational design and decision-making process to help meet desired levels of service affordably.

In partnership with CDM Smith, he performed a comprehensive assessment of all the assets at two major AWWU facilities, the Ships Creek Water Treatment Facility and Asplund Wastewater Treatment Facility, to determine asset renewal priorities and implementation strategies for advanced risk-based Asset Management practices. These elements were incorporated into an overall facilities master plan. The project identified maintenance strategies, data collection methods, new approaches, and capital prioritization techniques to ensure sustainability at the lowest lifecycle cost. Implementing risk-based Asset Management practices was especially important for AWWU given the additional challenges of a harsh climate, the relative remoteness of the facilities, and the seismic hazards in the region.

Pittsburgh Water and Sewer Authority (PA)

Threatened with privatization and challenged by Lead and Copper Rule exceedances and high-profile infrastructure failures, Pittsburgh Water and Sewer Authority (PWSA) was labeled a “failing utility” by many. Thanks to strong leadership and the help of Seth and the team from Raftelis, things have turned around. Raftelis provided assistance with both the financial and the organizational aspects of PWSA. Raftelis was instrumental in helping PWSA enact a series of rate adjustments totaling 51% over 3 years to provide the necessary revenue to hire additional staff and begin fixing a decades-long backlog of infrastructure needs. Seth, who worked side-by-side with PWSA leadership, helped address major organizational challenges. Seth and the Raftelis team provided an aggressive Compliance and Organizational Plan that convinced business leaders and community officials that PWSA had a framework for success. They then helped

PWSA implement elements of the plan including creation of a new PWSA Performance Improvement office, aligned PWSA practice with Pennsylvania Public Utility Commission requirements, and fixed a series of onerous legacy rules about hiring, resource sharing and metering that limited performance. PWSA is now on a path to success and is rapidly gaining the confidence of its customers.

City of College Station (TX)

The City of College Station - Water Services Department (Department) provides water and wastewater services to the growing City, home to Texas A&M University. The Department provides approximately 79,000 retail accounts with an average of 11.4 million gallons per day (MGD) of safe and affordable drinking water and treats an average of 7.7 MGD of wastewater. The Department relies on treated drinking water from groundwater wells and treats its wastewater at two treatment plants. It operates and maintains extensive drinking water distribution facilities and pipelines, as well as wastewater conveyance systems that includes pump stations, gravity pipelines, and forcemains. The Department requested that Seth and Raftelis conduct a benchmarking study to compare its operating characteristics to other similar utilities in eastern Texas and to national survey data in conjunction with a rate study.

Raftelis used data from the AWWA Utility Benchmarking (2019): Performance Management for Water and Wastewater, and peer data from several utility organizations similar to College Station. College Station’s benchmarking metrics appeared favorable in most categories suggesting that College Station has achieved greater efficiencies in many areas than most peers and a national sample of utilities. Two metrics warranted further discussion: the capital renewal rate and the wastewater pipe inspection rate.

Monterrey Peninsula Water Management District (CA)

Raftelis completed a utility valuation, operations, and cost of service evaluation for the Monterey Peninsula Water Management District (District) to support the District’s evaluation of the feasibility of securing and maintaining ownership of an investor-owned water utility that provides potable water services within the District’s territory. This phase of the work included completing a preliminary valuation assessment and operations assessment, along with a cost of service evaluation analysis to support the District in its feasibility evaluation. The assessment considered three methods of valuation: the income, market, and cost approaches. The cost of service evaluation consisted of preparing a 20-year financial projection of the investor-owned utility continuing to own and operate the system and analyzing the incremental cost differences associated with District ownership, preparing a cash flow projection of several District ownership scenarios, and estimating customer bill impacts under each of the scenarios. The operations assessment determined appropriate staffing and operational costs under multiple models.

Some of Seth’s many other U.S. clients have included:

- Fairfax Water (VA)
- Pinellas County (FL) Utilities
- City of Cedar Park (TX)
- City of Johnson City (TN)
- North Texas Municipal Water District (TX)
- Puerto Rico Aqueduct and Sewer Authority (Puerto Rico)
- San Gabriel Valley Water Company (CA)
- Polk County Utilities Department (FL)
- City of Lake Havasu (AZ)
- Orange County Utilities (FL)
- City of Portland (ME)
- Denver Wastewater Management Department (CO)
- City of Charleston (SC)

KEY PRESENTATIONS AND PUBLICATIONS

- “How Are You Handling the People Component of Performance Improvement?” presented at the AWWA/WEF Utility Management Conference, February 2018 in Austin, TX.
- “Growing Along Successfully: Benchmarking Performance at the Rapidly Growing North Texas Municipal Water District” presented with Thomas W. Kula, Executive Director, and Brian Brooks, Process Improvement Advisor, NTMWD at the AWWA/WEF Utility Management Conference, February 2018 in Austin, TX.
- “Employing an Organizational Profiling Tool to Understand Your Organization” presented with Toby Fedder, Woodard & Curran, at the AWWA Annual Conference & Exhibition, June 2016 in Chicago, IL.
- “Making Real Progress in Organizational Improvement: Moving from a Study to Results” presented with M. Lowenstine, Polk County Utilities, at the AWWA Annual Conference & Exhibition, June 2015 in Anaheim, CA.
- “Utilities Improve Performance Using Private Business Techniques” presented with Brian Pena, City of Lawrence Water and Sewer Commissioner, at the AWWA Annual Conference & Exhibition, June 2015 in Anaheim, CA, the AWWA/WEF Utility Management Conference, February 2015, and at the NEWEA Annual Conference, January 2015.
- “Asset Management for Sanitary Sewer Systems - Beyond CMOM and Asset Management,” APWA Congress, 2014
- “Establishing Levels of Service for Your Utility,” GAWP Conference, 2014
- “Effective Asset Management Can Save You Money” NHPWA Annual Meeting, 2014
- “Effective Asset Management Can Save You Money” Connecticut Operator Forum, 2013-2014
- “Effective Asset Management Can Save You Money” Maine Wastewater Control Association Annual Meeting, 2013
- “Creating Change Starts with an Organizational Assessment: A Field-Tested Approach,” NEWEA Annual Conference, 2014
- “Paying for CSO Mitigation and Aging Infrastructure: Are Stormwater Fees the Answer?” AWWA/WEF UMC, 2013
- “Cobb County-Marietta Water Authority (CCMWA) Building on Past Successes to Streamline Operations and Optimize Asset Management,” AWWA ACE, 2013
- “Cobb County-Marietta Water Authority (CCMWA) Building on Past Successes to Streamline Operations and Optimize Asset Management,” NEWEA Annual Conference, 2013
- “Are We Doing a Good Job? Assessing How Cobb County-Marietta Water Authority (CCMWA) Manages their Assets,” NYWEA Annual Conference, 2013
- “Effective Asset Management Can Save You Money” Maine Municipal Association Annual Managers Retreat, 2012
- “Effective Asset Management Can Save You Money” Maine Town & County Manager’s Association Annual Conference, 2012

Rebekka G. Hosken

PROJECT MANAGER Manager



ROLE

Rebekka will serve as the City’s main point of contact for the project and will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City’s objectives. She will lead the consulting staff in conducting analyses and preparing deliverables for the project.

PROFILE

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including public works, community development, police, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka’s breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 100 clients, including Boston, Massachusetts; Daly City, California; Surprise, Arizona; Shoreline, Washington; North Las Vegas, Nevada; San Diego, California; and Long Beach, California.

Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles. She prepared the annual budget and financial audit, as well as managed daily accounts payable, accounts receivable, payroll, and financial planning functions. During her tenure, she identified and successfully obtained a State loan for the financing of the City’s new city hall and played a key leadership role in successfully moving all operations and staff, as well as communicating all financial impacts of the project to management and City Council.

Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City’s \$196 million annual budget and \$160 million capital improvement program, as well as the City’s cost allocation plan. She managed the budget and capital projects module training and setup for a comprehensive citywide enterprise resource planning (ERP) system implementation across nine operating departments.

Rebekka earned a master’s degree in Business Administration with a Certificate in Local Government and Non-Profit Management from Boston University, and a Bachelor of Arts from the University of Michigan – Ann Arbor. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.

Specialties

- Organizational assessment
- Budgeting and financial analysis
- Business process improvement
- Strategic planning
- Staffing analysis

Professional History

- Raftelis: Manager (2020-present)
- City of La Cañada Flintridge, California; Finance Director (2017-2020)
- City of Simi Valley, California; Budget Officer (2012-2017)
- City of Burbank, California; Senior Management Analyst (2010-2012)
- Management Partners; Senior Consultant (1999-2010)
- Village of La Grange Park, Illinois; Assistant Village Manager (1996-1999)
- City of Appleton, Wisconsin; Assistant to the Mayor (1994-1996)
- Town of Lexington, Massachusetts; Management Intern (1992-1993)

Education

- Master of Business Administration – Boston University (1993)
- Certificate in Local Government and Non-Profit Management – Boston University (1993)
- Bachelor of Arts in Russian Studies – University of Michigan (1989)

Professional Memberships

- Government Finance Officers Association
- California Society of Municipal Finance Officers

Brian Kirsch PhD

STAFF CONSULTANT

Senior Consultant



ROLE

Brian will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Brian has a background in water resources management and possesses extensive analytical skills. His expertise lies in the areas of systems analysis and economic modeling. He has performed significant research in the field of water resources in which he has utilized aspects of engineering, policy analysis, risk management, economics, and market analysis.

KEY PROJECT EXPERIENCE

City of Oceanside (CA)

The City of Oceanside (City) requested that Raftelis conduct an organizational assessment of their water and wastewater utility. Brian is assisting in this effort by conducting interviews with staff and conducting a benchmarking exercise with the City's peers.

Montecito Water District (CA)

The Montecito Water District (District) asked Raftelis to conduct a salary benchmarking study in order to remain competitive in the recruitment and retention of staff. Brian served as the Lead Analyst, collecting and analyzing data from peer utilities, and state and national survey data. Based upon this analysis, Brian made recommendations for salary adjustments in several job positions.

City of Corona (CA)

As part of an Operational Assessment of the City of Corona's (City) water and wastewater utilities, Brian conducted an on-site facilities review and interviewed staff. The review showed that facilities were well-maintained, but interviews with staff indicated the potential for improvement in areas of maintenance and wastewater operations, as well as capital project delivery.

Southern California Edison (CA)

Southern California Edison (SCE) is primarily an electric utility, but they also own and operate a small water utility that serves Catalina Island. While most customers are located in the City of Avalon, SCE serves customers spread throughout the island. The water utility is beset with a limited rate base, aging infrastructure with difficult accessibility, scarcity of water supplies, high operating costs due to its island location, and a stringent regulatory environment. Raftelis conducted an Operational Assessment for them, which involved extensive staff interviews, document reviews, and an on-site assessment of their facilities. Brian was part of the team that made recommendations for improved asset management, capital project review and delivery, and dedicated resources within the larger SCE organization. In a follow-on project, Raftelis was asked to produce a memo in support of the water utility's general rate case. Brian analyzed a variety of alternative funding mechanisms that the water utility could use as revenue generation mechanisms.

Specialties

- Rate studies
- Financial planning
- Risk management
- Economic analysis
- Water resources management
- Data analysis

Professional History

- Raftelis: Senior Consultant (2018-present); Consultant (2014-2017)
- Colorado School of Mines: Postdoctoral Research Fellow (2011-2014)
- University of North Carolina - Chapel Hill: Research Assistant (2001-2010)

Education

- Master of Science & Doctorate - University of North Carolina at Chapel Hill (2004 & 2010, respectively)
- Bachelor of Science in Chemical Engineering & Bachelor of Arts in Environmental Engineering - Rice University (2001)

Incline Village General Improvement District (NV)

The Incline Village General Improvement District (IVGID) provides water, wastewater, and recreational services to an area in the Lake Tahoe region. The IVGID is anticipating significant capital costs due to aging infrastructure and has experienced sizable staff turnover recently. Brian is part of the team that will be conducting an Operational Review of the water and wastewater components of the IVGID and will be conducting staff interviews and performing an on-site evaluation. In particular, this study is intended to provide IVGID with recommendations to improve their asset management.

American Water Works Association

At the onset of the Covid-19 pandemic, the American Water Works Association (AWWA) was concerned with the potential financial impacts that the shutdowns may have on the water industry. Brian was part of a team at Raftelis that made estimates of potential impacts through changes in usage, construction, and delayed capital projects. The analysis and report were turned around to AWWA in less than two weeks.

City of Dayton (OH)

The City of Dayton (City) is receiving pressure from wholesale customers as to their overall headcount and rates. Raftelis has been asked to conduct an Operational Assessment that is expected to address the efficiency of their operations and their staffing. Brian assisted in this initial effort. In a second phase, Brian is helping to conduct a workforce assessment for one of the water utility's divisions that will help the division most efficiently deploy their workforce assets.

Anchorage Water and Wastewater Utility (AK)

The Anchorage Water and Wastewater Utility (AWWU) operates in a challenging environment. It has asked Raftelis to conduct an Organizational Structure Review. AWWU is unique, among other reasons, for the number of services they provide in-house, as opposed to outsourcing. Comparisons to other utilities are difficult without placing their operations in context. Brian is leading the effort to conduct benchmarking on the process level, in order to better contextualize AWWU's operations.

National Association of Clean Water Agencies

In anticipation of the 50th anniversaries of the National Association of Clean Water Agencies (NACWA) and the Clean Water Act, Raftelis was asked to produce a deliverable to serve as the definitive record of success of NACWA and the Clean Water Act. As part of this effort, Brian is researching, collecting, and organizing environmental, economic, and social data related to clean water in the United States in order to present a narrative supported by quantitative information.

Metro Water Recovery (CO)

Metro Water Recovery (Metro) is the wastewater treatment authority for much of metropolitan Denver. Metro conducts an annual operations and budget review in which external consultants are brought in to examine operating metrics, hear presentations on aspects of Metro's operations, and question senior leadership as to Metro's recent performance. Brian is one of the consultants that conducts this review and produces a report detailing our findings.

Ben Kittelson

STAFF CONSULTANT
Senior Consultant



ROLE

Ben will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Ben began consulting in 2019 after seven years of direct service to local governments on the East and West Coast. Most recently, Ben worked for the Budget and Management Services Department in the City of Durham, North Carolina. He worked on the annual budget and the community-wide strategic plan. He completed revenue projections for sales tax and water sales, assisted with financial planning for affordable housing, and led community engagement efforts designed to inform the City’s budget process. Ben also started an innovation partnership program with local technology startup companies, which was awarded the J. Robert Havlick Award for Innovation in Local Government from the Alliance for Innovation.

As a Senior Consultant, Ben has worked on dozens of projects across 17 states to help organization improve operations and become more effective through performance evaluations, process improvement, and strategic planning. He has worked on organizational assessments for a broad range of departments including public works, utilities, parks, public safety, human resources, and development review. He has analyzed staffing levels and organizational structure, created process maps, and developed actionable recommendations for improvement. Ben has also leveraged his experience to explore unique challenges for local governments. He has assessed employee satisfaction and organizational culture using qualitative methods, such as interviews and focus groups, and quantitative survey analysis.

Ben began his career in the Portland, Oregon region, where he served the Cities of Beaverton, West Linn, and Gresham, as well as Metro, the regional government for the Portland area. In those roles, he focused on community engagement, outreach, and communications initiatives. Ben expanded his experience in the Budget, Management, and Evaluation Department in Guilford County, North Carolina, where he analyzed government services such as jail operations and education funding. He also managed the County’s social media and internal employee newsletter.

In addition to his work for local governments, Ben is a founding member of Engaging Local Government Leaders (ELGL). Since 2013, ELGL has grown from a few hundred members in Oregon to over 4,800 across the nation. He produces and co-hosts ELGL’s GovLove Podcast, which discusses topics ranging from innovation and performance to equity and workforce development. He has led planning for the organization’s annual conference and written articles for the website. He currently serves as the Chair of the ELGL Board of Directors. Ben earned a master’s degree in public administration from Portland State University and a bachelor’s in politics and economics from Willamette University.

Specialties

- Budgeting and financial analysis
- Organizational assessment
- Strategic planning
- Innovation
- Staffing analysis

Professional History

- Raftelis: Senior Consultant (2022-present) Consultant (2020-2021); Consultant, The Novak Consulting Group: (2019-2020)
- City of Durham, North Carolina: Senior Budget and Management Analyst (2016-2019)
- Guilford County, North Carolina: Budget and Management Analyst (2014-2016)
- City of Gresham, Oregon: Intern (2014)
- Oregon Metro: Intern (2014)
- City of West Linn, Oregon: Intern (2013-2014)
- City of Beaverton, Oregon: Intern (2012-2013)

Education

- Master of Public Administration - Portland State University (2014)
- Bachelor of Arts in Politics and Economics - Willamette University (2012)

Professional Memberships

- Engaging Local Government Leaders (ELGL)
- North Carolina Local Government Budget Association (NCLGBA)
- Strong Towns

Colin Stifler

STAFF CONSULTANT Consultant

ROLE

Colin will work at the direction of Rebekka in conducting analyses and preparing deliverables for the project.

PROFILE

Colin brings diverse experiences in local government and management consulting to his projects and client relationships. He has participated in numerous organizational assessments and strategic planning initiatives for municipalities, counties, and public utilities across the United States. These engagements have involved individual department assessments and process improvement analyses, as well as organization-wide reviews spanning multiple departments. Colin is familiar with processing large datasets and assisted Lower Paxton Township, Pennsylvania, with developing a financial model to forecast future revenues and expenditures. He also leverages his experience to explore unique challenges facing clients, such as helping the City of Wilmington, North Carolina, assess the feasibility of automating its solid waste collections.

Colin began his consulting career following six years of education, non-profit, and local government experience. Most recently, he worked for Wake County, North Carolina’s Community Services Department, where he analyzed and helped implement policies spanning five County divisions and over 700 employees. Notable projects included creating an operational framework for an innovative environmental education facility, as well as identifying performance measures and supporting metrics for the County’s library book selectors.

Prior to Wake County, Colin worked with the North Carolina Department of Environmental Quality, where he specialized in local government solid waste and recycling issues. After helping dozens of counties and municipalities navigate contract disputes, Colin created an ideal contract template for local governments to use when outsourcing the collection and processing of recyclable materials. In his role with Fidelity Charitable, he coordinated multimillion dollar donations for prominent philanthropists. He began his career as an English teacher in South Korea and China.

Colin earned a bachelor’s degree in philosophy from Miami University (Ohio) and a master’s degree in public administration from the University of North Carolina at Chapel Hill.



Specialties

- Organizational assessment
- Survey and data analysis
- Best practice and benchmarking research
- Program design and implementation
- Contracting and oversight

Professional History

- Raftelis: Consultant (2021-present);
- Wake County, North Carolina: Assistant to the Community Services Director (2021)
- North Carolina Dept. of Environmental Quality: Research Analyst (2020-2021)
- Fidelity Charitable: Senior Specialist (2017-2019)
- Gannan Normal University (China): Adjunct Professor (2015-2016)
- South Korean Ministry of Education: English Program Coordinator (2014-2015)

Education

- Master of Public Administration - University of North Carolina (2021)
- Bachelor of Arts in Philosophy - Miami University (2014)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

Understanding of Project

The City of Coachella is seeking a partner to perform an objective analysis of processes and staffing levels for its water and wastewater utilities. The goal is to establish the personnel needs of the utilities in an equitable, competitive, and legally defensible manner.

Our proposed process for performing an organization and workforce study for the public utilities serving the City of Coachella is thoughtful, straightforward, and proven. We have used it many times for similar projects in California and across the U.S. The foundation of the approach is built on Raftelis' **Engage-Assess-Compare-Enhance** methodology as previously introduced. All work will be done by Raftelis employees; no subcontractors will be used for this engagement.

ENGAGE

Our first step will be to engage the City to develop a thorough understanding of its utilities by reviewing:

- Organizational objectives, structures, and workflows
- Staffing
- Desired levels of services
- Performance management approaches

It is imperative that we thoroughly understand the ways things are done and your goals so that we can identify areas of inefficiency that could be addressed or that could impact the organization structure.

ASSESS

Our next step will be to assess the utilities' key practices and attributes to identify opportunities including:

- Organizational structure and staffing
- Effective and efficient use of technology systems
- Day-to-day operational activities throughout the utility systems
- Operations and maintenance activities

This effort will involve activities such as interviewing stakeholders, examining workloads, and reviewing business processes and practices for alignment, duplication, waste, and potential streamlining. We will leverage efficiency-finding techniques from Lean as part of this step.

COMPARE

Using data from the Engage and Assess phases, we will compare the utilities' organization structures, staffing levels, and systems against industry best appropriate practices and a select group of regional peers, which will allow us to identify gaps, and generate a list of opportunities to improve organizational efficiency and effectiveness. We will describe the associated benefits and relative level of effort to implement recommendations. We will also identify areas that need additional controls.

ENHANCE

We will make recommendations for enhancing the City's utilities' organization structure, staffing levels, and business processes, and suggest guidelines for implementation.

Using this Engage, Assess, Compare, and Enhance methodology, the Raftelis project team will work closely with City staff and follow the project tasks developed specifically for Coachella below.

Task 1: Project Administration and Kick Off

Raftelis will hold a kick-off meeting with City-designated staff to review the objectives of the project and schedule and to start developing a comprehensive understanding of the utility. We will discuss and identify with appropriate peer entities that may be used for benchmarking comparison during this session.

The kick-off meeting will be followed by an intense data gathering effort. We will provide a detailed data request and access to a shared electronic drive for the City to upload background information for both phases of the work including, but not limited to:

- Organizational charts (City overall and each utility if available)
- City and/or utility strategic plans
- Updated master plans or work plans
- Utilities’ budgets for the past three years
- An annual City financial report for the past three years
- A complete set of utility job descriptions
- A list of appropriate peer utilities/entities for comparison

We will review and analyze these materials to provide context for the work to come.

Task 1 will also include standard, ongoing communications and quality assurance activities to ensure the project achieves the City’s stated objectives on schedule and within budget. This includes monthly progress reports with a narrative discussion of all activities in progress and services anticipated to be performed during the next month.

TASK 1 DELIVERABLES

- Agenda and materials for project kick-off meeting
- Detailed data request and shared drive
- Monthly project status reporting

Task 2: Organizational Assessment

The first phase of the work will focus on the organizational assessment to ensure the City’s utilities have the appropriate staffing and structure to achieve its goals now and for the next five years.

WHY CHOOSE RAFTELIS OVER A DEDICATED HR OR MANAGEMENT CONSULTING GENERALIST FIRM?

No one understands how utilities operate better than Raftelis. Having worked with hundreds of utilities, private and public, in California and over 1,200 nationwide, Raftelis understands the best practices for staffing and organizing utilities. We can offer defensible guidance on how best to perform all key utility functions, including the appropriate staffing, technology, and processes to support them.

Our team covers the gamut of resources needed to understand Coachella’s utilities, from human resources data to technology and operations subject matter experts. With decades of experience working at utilities and developing the guidance that the utility industry depends on under our belts, no one understands utilities like Raftelis.

The goal is to confirm the City is meeting its mission, vision, and goals now and for the next several years. In order to prepare such a plan, it is critical to fully understand operations and initiatives so that current and future workload, and staffing, can be determined. Our project team is comprised of experts in utility operations and management with the knowledge of human resources to prepare an accurate and comprehensive plan.

After the kick-off meeting, Raftelis will spend up to three days performing onsite and virtual data gathering, as appropriate, including interviews with key staff, site tours, and data discussions to understand utility practices. Note that while we prefer to be onsite for the majority of data gathering activities, we are also fully capable and extremely comfortable conducting many of the project data gathering activities remotely, as we have done on projects across the U.S. We have used a hybrid approach on many projects with web-based meetings and some on-site activities, such as facility tours, interviews with operations staff, and board presentations. This helps manage projects costs and allows us to meet with staff when it aligns with their schedules.

Using the kick-off meeting and data gathered in Task 1 as a foundation, Raftelis will interview all managers, supervisors, and key staff in the utilities to gain a thorough understanding of activities. In addition, we will hold small group interviews with designees at all levels of the operation to ensure a more detailed understanding of daily operations and staff perceptions of staffing levels, workload and workload drivers, inter-relationships between workgroups, and potential ways to increase efficiency and effectiveness. Our team will identify themes from these interviews for follow-up research and analysis, and we will develop a core program matrix that summarizes the utilities' organization and staff into work programs, staffing levels, and workload.

Based on data review and interview themes, our team will next evaluate the utilities' organizational structure and staffing, including an understanding of workgroup functions, program areas, and workload drivers. We will compare current structure and staffing to industry best practices and recommend options to capitalize on potential efficiencies to meet current and future regulatory and strategic goals. Part of the review will evaluate the processes and practices that govern activities. Raftelis will likely request additional follow-up data as we delve into the organization and structure.

Raftelis will evaluate and compare desired level of service with staffing levels and identify areas in which the City can streamline resources to maximize efficiency as well as identify areas where it may consider additional resources to achieve stated levels of service and address workloads. Raftelis will benchmark Coachella's utility organizational and staffing elements with both peer and national benchmarks for available data. Benchmarking and best practice information from industry-leading organizations¹ will be utilized, including the *Ten Attributes of Effectively Managed Water Sector Utilities*, as presented in the Effective Utility Management (EUM) framework. The EUM framework is a set of organizational, operational, and management guidelines for utilities universally endorsed by major industry associations.

¹ AMWA, APWA, AWWA, NACWA, NAWC, WEF, and the U.S. Environmental Protection Agency, June 2008

Based upon this analysis, our team will create a current and future state organizational structure for each utility that shows the positions and staffing required to accomplish the current and planned work and strategic goals of the City over the next five years, including specifics related to the type and number of staff positions necessary. We will also identify how to transition the current structure to the new structure over the next several years while minimizing disruptions and taking advantage of factors like attrition.

TASK 2 DELIVERABLES

- Up to three days of combined onsite and virtual data gathering, including interviews with staff
- Core program matrix
- Benchmarking with regional and industry peers (typically, five to seven peers)

Task 3: Operational Efficiency Review

Raftelis is an industry thought leader in driving organizational and operational efficiency within utilities. We have developed and co-authored many of the guiding publications in the industry such as the American Water Works Association (AWWA) M5 *Water Utility Management* manual and AWWA *Utility Benchmarking: Performance Management for Water and Wastewater*. Many of the proposed project team members have served within municipal departments, serve on national benchmarking committees within the utility industry, and have worked with both high-performing and struggling utilities across the U.S. to assess and improve efficiency and effectiveness. Our project team understands the regulatory and resource challenges municipal utilities face, and we have the operational and tactical expertise to help utilities achieve their operational performance and strategic goals.

Raftelis will review the utilities against industry standards set by associations such as the AWWA, American Metropolitan Water Association (AMWA), Water Environment Foundation (WEF), National Association of Clean Water Agencies (NACWA), and American Public Power Association (APPA). Using our industry expertise, our team will thoroughly review operation of the City’s utility distribution, collection, and treatment functions. Our project team will provide the City with a clear understanding of current performance and recommendations for enhancing it that are backed by industry benchmarks. We will formulate recommendations that consider the utilities’ current resources with a goal to leverage existing resources to the maximum extent.

We will collaborate with the City to evaluate and recommend enhancements to the utilities’ use and application of major utility software systems, such as Computerized Maintenance Management Systems (CMMS), and ensure that our review considers and incorporates industry standards and best practices for use of these types of systems. Our review of software systems will not stop at the operational application, it will reach into the cultural acceptance and use of preventative, predictive, and corrective maintenance programs. Modern utilities rely on both people and data to maintain systems, and

EUM’s Ten Attributes of Effectively Managed Water Sector Utilities



our team has the specialized experience to ensure the utilities’ people and data work together to achieve efficiency, while simultaneously achieving desired service levels and strategic objectives.

Our team will perform a review of customer service processes and practices. Rates for water, wastewater, reclaimed water, and electricity continue to rise, and ensuring customers understand and see the value in the rates they pay is paramount to utility success. The processes and practices that govern a utility’s customer experience must be efficient, effective, and provide value for customers. Our project team has deep expertise in evaluating the utility customer experience and will bring a wealth of industry knowledge to bear as we work with the City to ensure customer service functions achieve their desired impact.

Having completed interviews, data review, benchmarking, operational efficiency, and staffing level analysis, Raftelis will present its preliminary observations and recommendations to the City for review and discussion. Appropriate follow-up and revision will occur based upon the City’s feedback.

TASK 3 DELIVERABLES

- Preliminary observations and recommendations presentation

Task 4: Final Report and Presentation

Once recommendations have been finalized, Raftelis will prepare a comprehensive draft report which includes our methodology, steps taken, analysis, findings, and recommendations for improvement, including detailed staffing level projections for each work unit within the water and wastewater utilities.

Raftelis will solicit feedback on the draft report. We will ask that the City provide one set of consolidated comments and edits within 25 business days of the draft being issued. Raftelis is also available for a web meeting or conference call to review the draft document and answer any questions.

Once the City’s feedback is received, Raftelis will produce a final deliverable document. Raftelis will provide the final report within 30 days of receiving consolidated comments and after any web meetings and conference calls. Our team will be available to make up to two presentations of the report to staff, City management, or policymakers.

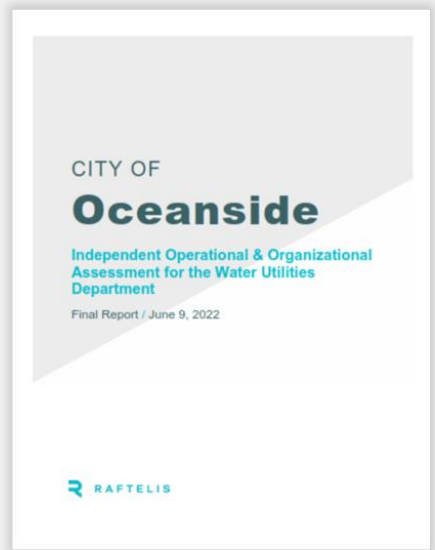
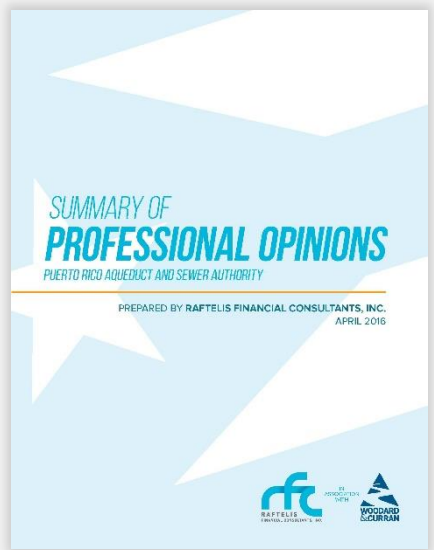
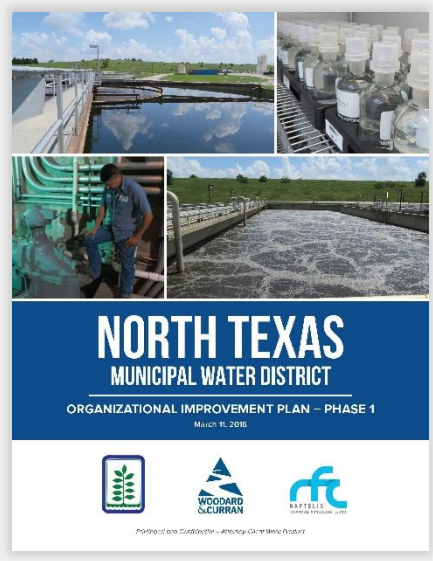
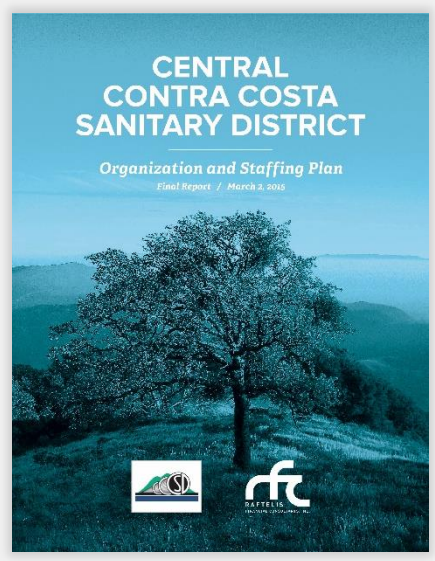
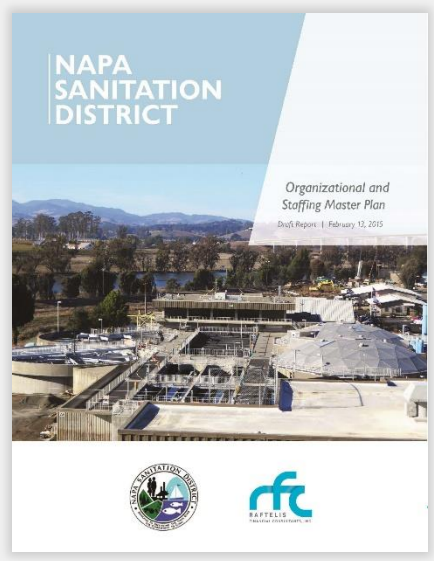
TASK 4 DELIVERABLES

- Draft report for review and comment
- Final report
- Two report presentations

Sample Deliverables

DESIGNED AND DEVELOPED BY RAFTELIS

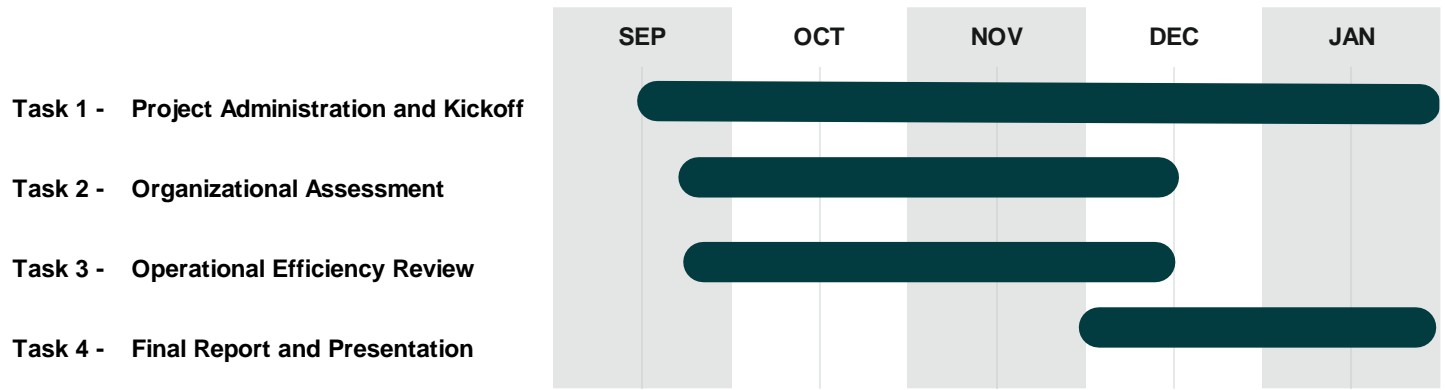
Full copies these deliverables can be provided upon request.



Project Schedule

A proposed project schedule by Task is provided below. In our experience, projects of this scope typically take 4-6 months to complete. We expect to refine and finalize this schedule with the City during Task 1.

As shown, Task 1 will be active throughout the duration of the project. Tasks 2-3 are estimated to conclude by mid-December. Task 4 is estimated to conclude by the end of January.



References

We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of Corona, Department of Water and Power CA

Reference: Katie Hockett, Assistant General Manager

755 Public Safety Way, Corona, CA 92880 / P: 951.279.3601 / E: katie.hockett@coronaca.gov

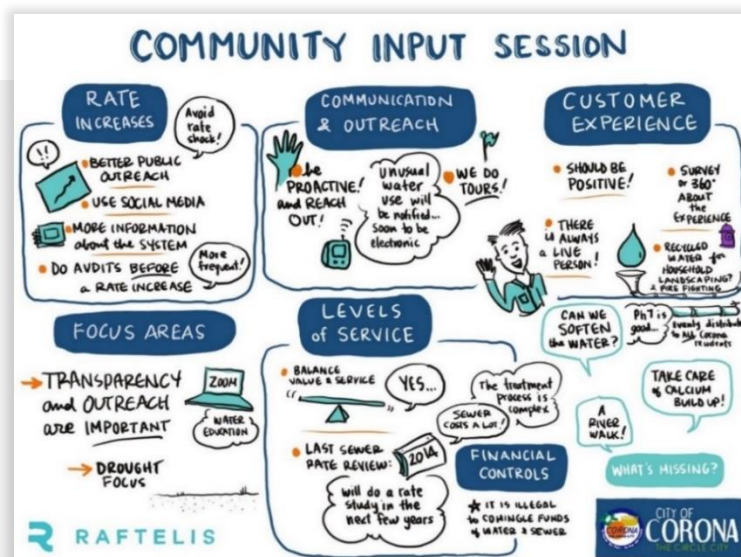
Term of Engagement: June 2020 - February 2021

Cost/Project Size: \$122,280

The City of Corona (City) is wedged between affluent areas of Orange County and more rural areas to the west. Traditionally, there has been an uneasy balance between customers wanting fewer and cheaper community service offerings and customers wanting more services at a moderate additional cost, similar to neighboring areas. A recent water and sewer rate increase after a seven-year pause was the catalyst to reignite the debate over service levels and costs. In response, the Department of Water and Power (DWP) hired Raftelis to perform a comprehensive review of DWP services, structure, staffing, and the value customers receive.

The review examined all the major aspects of how the DWP operates, from its organization and management through its business processes, relationships with other departments, and operations. Using Raftelis' tested Engage-Assess-Compare-Enhance methodology, the DWP learned how it compares with similar entities using a series of benchmarks, as well as national utility data. Raftelis looked beyond the numbers at positions, business processes, and practices to see how DWP aligns with industry best practices. Raftelis employed Lean techniques to review the efficiency and effectiveness of practices and assessed technologies such as the City's Enterprise Resource Planning system (ERP), Computerized Maintenance Management System (CMMS), and other major platforms. Raftelis identified changes in procurement practices, for example, to better utilize the already lean number of staff. Significant recommendations from the report were a variety of specific workflow changes and the addition of business analysis and project management staffing resources to support DWP strategic efforts.

Our visual facilitator developed the graphic here during a community input session to bring the discussion to life for participants.



Montecito Water District CA

Reference: Daryl Smith, Business Manager

583 San Ysidro Road, Montecito, CA 93108 / P: 805.452.8953 / E: dsmith@montecitowater.com

Term of Engagement: March 2020 – September 2020, plus pending projects

Cost/Project Size: \$28,220

The Montecito Water District (District) engaged Raftelis to perform a market compensation analysis and review position descriptions, as well as benchmark the organization against peer utilities in the area and across California. Raftelis obtained current and relevant salary structure and pay information from published surveys representing peer California utilities, national water-sector utility data, and other employers in the relevant market. Raftelis supplemented the data with additional information it has gained from working with hundreds of California utilities to reflect general economic trends related to compensation levels. The analyses provided information and recommendations to assist in ensuring the District’s ability to attract and retain qualified staff and to ensure staff are compensated fairly, in a manner commensurate with their job duties and responsibilities.

Based on industry, national, regional, and peer utility comparisons, Raftelis noted that the cost of living in Santa Barbara County is roughly equal to median levels across California, but the cost of living in Montecito, mainly driven by housing prices, is significantly higher than those in most other areas of Santa Barbara County and California. District salaries appear to be broadly in line with surveyed peers and the 2019 American Water Works Association (AWWA) salary survey, based on the cost of living in Santa Barbara County, which includes both higher and lower cost areas. Raftelis identified, for example, that a couple of positions appeared undercompensated as compared with peers and that several job descriptions were relatively unique and not entirely reflective of duties performed.

Raftelis has worked with Montecito Water District on other efforts including financial and rate studies and is developing a scope to perform an organization-wide organization and operations assessment to correlate staffing and organization with customer service levels and rates. We are currently preparing a study on potential consolidation of the District with the Montecito Sanitary District.



With a median home price above \$3 million in the service area, the Montecito Water District must weigh many factors when determining appropriate compensation for its staff.

Monte Vista Water District CA

Reference: Justin Scott-Coe, General Manager
10575 Central Avenue, Montclair, CA 91763 / P: 909.624.0035 / E: jscottcoe@mvwd.org

Terms of Engagement: May 2021 – October 2021

Cost/Project Size: \$92,275

Located at the intersection of San Bernardino, Los Angeles, Orange, and Riverside Counties, Monte Vista Water District (District) provides retail and wholesale water supply to over 130,000 residents in a 30 square-mile area of San Bernardino County. The District has suffered historically poor preventive maintenance and is playing “catch up” with a significant capital projects investment in order to reduce a high leak and failure rate. A new General Manager and strategic plan, several new department heads, and other changes, including a campus construction plan and consideration of adding sewer service as a new business line, have resulted in the need to take a comprehensive look to ensure operations align with future growth and strategic goals.

Raftelis interviewed numerous employees, visited the site to tour facilities and assess maintenance practices, performed benchmarking with several other comparable utility operations, and reviewed numerous documents. We reviewed and compared all District job classifications and salary ranges to those in comparable agencies in the region, recommending where adjustments were necessary to remain competitive.



The Monte Vista Water District engaged Raftelis to review operations against the 10 Effective Utility Management (EUM) criteria and to perform a comprehensive compensation comparison.

City of Oceanside CA

Reference: Lindsay Leahy, Water Utilities Director

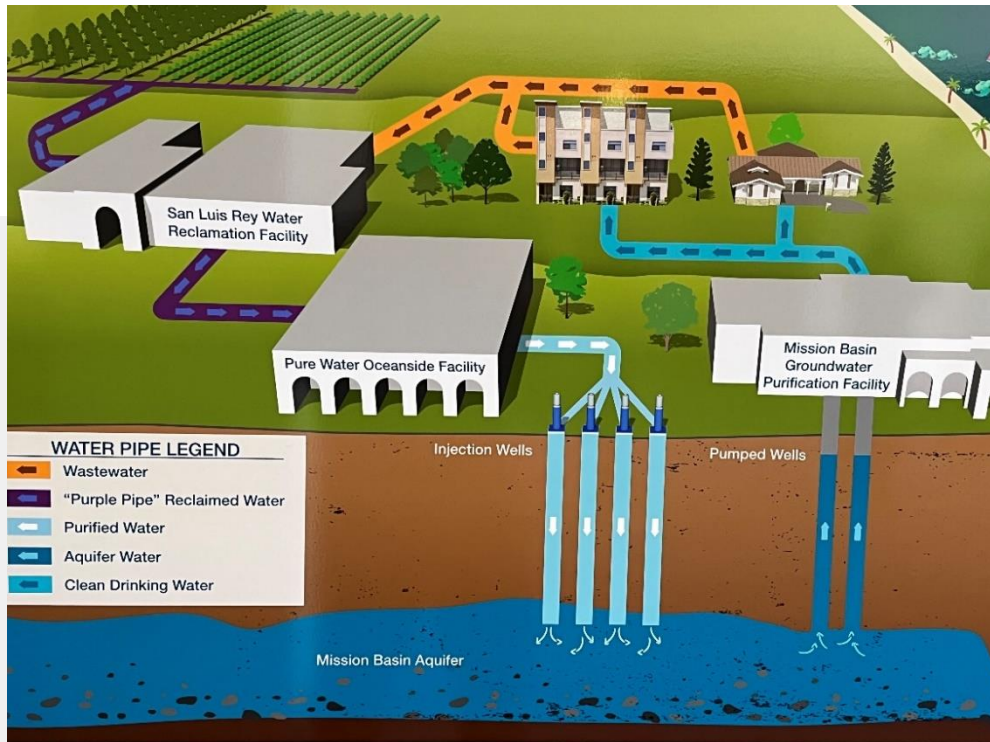
300 North Coast Highway, Oceanside, CA 92054 / P: 760.435.5800 / E: lleahy@oceansideca.org

Terms of Engagement: May 2021 – October 2021

Cost/Project Size: \$92,500

The services delivered to the community by the Oceanside Water Utility Department (Department) are vitally important—they support a thriving downtown, a vibrant agricultural area, as well as meet the needs of the many residents and businesses that call Oceanside home. With that in mind, the Department engaged Raftelis to initiate a strategic planning process in September 2019 for updating its organizational vision and develop a framework for guiding the organization into the future. Using techniques from appreciative inquiry, Raftelis worked with a core team of employees to review feedback from stakeholders and evaluate organizational strengths, identify opportunities, discuss compelling aspirations, and agree on results and measures of strategic progress.

The Department’s strategic planning process involved input from a broad group of internal and external stakeholders and consistent communications of the Department’s vision, mission and overall strategic plan, both internally and externally. Based on this process, the Department elected to focus on workforce, finance, communication and outreach, infrastructure, sustainable resource management, and technology in its updated strategic plan. The strategic framework developed will help guide investment, allocate resources, and provide a structure for annual strategy reviews to ensure that long-term goals and objectives are achieved.



Oceanside’s facilities treat water at various stages of the water cycle to ensure environmental protection, sustainability, and safe drinking water.

Southern California Edison – Catalina Operations CA

Reference: Bach Tsan, PE, Audit Engineer – Operational, Safety Audits, and Audit Services Department
 2244 Walnut Grove Avenue, Rosemead, CA 91770 / P: 626.302.637 / E: bach.tsan@sce.com

Term of Engagement: June 2020 – December 2020

Cost/Project Size: \$58,158

Since 1962, Southern California Edison (SCE) has owned and operated the water system on Santa Catalina Island, which serves approximately 2,000 accounts associated with over 4,000 full-time residents and over one million annual visitors. Catalina is situated roughly twenty-nine miles southwest of the port of Long Beach and. The only incorporated city on the island, the City of Avalon, accounts for roughly 4% of Catalina’s land area, 91% of its population, and over 80% of its water use. Approximately 88% of the island is protected by the conservancy, a nonprofit organization whose mission is to preserve the island’s natural resources, provide education and offer recreation. Catalina is completely isolated from mainland water sources and relies upon local groundwater wells which produces approximately 75% of the potable water and two desalination plants producing the remaining 25% to meet customer water demands. In the event of emergencies or drought, potable water must be shipped to the island via barge.

SCE hired Raftelis to perform a comprehensive organization and operations assessment of the Catalina operations as part of a multiphase planning effort. The project included a review of major operations practices, encompassing asset management strategies, staffing, organization, and management of the utility. Raftelis found that island staff struggled with many resource and logistics issues associated with the unique conditions on the island. Many assets were in poor condition. Raftelis recommended several changes including enhancing the use of the SAP Computerized Maintenance Management System (CMMS), adopting SCADA, and providing additional equipment and training for operations personnel before considering additional staff. Raftelis also recommended that the Catalina operations have a “champion” to represent their interests to the larger SCE organization; currently there are several SCE groups that have various interests in the operation.

Southern California Edison’s Catalina Operations must supply water to island residents under challenging conditions. The airport tanks on the ridgeline in the background are representative of the remote island assets that staff must operate and maintain.



City of San Diego, Public Utilities Department CA

Reference: Wanda Forte Mason, Key Customer Advocacy Team Program Manager
 1200 Third Avenue, San Diego, CA 92101 / P: 619.533.6241 / E: wfortemason@sandiego.gov

Terms of Engagement: December 2020 – April 2021

Cost/Project Size: \$229,441

At their best, organizational policies support the activities of a utility, ensuring that customers and stakeholders are treated fairly and consistently, that staff are supported in carrying out their work on a day-to-day basis, and that the organization has clear guidance on what it should and should not be doing. Often, however, policies and their associated SOPs are shelf documents – rarely referenced, updated on an ad-hoc and infrequent basis, and not comprehensive enough to truly support the organization. The San Diego Public Utilities Department engaged Raftelis in 2020 to facilitate a review and update of its policies and procedures relating to water and wastewater practices.

Raftelis observed a utility that is staffed with dedicated, hardworking employees, but who are generally working without clear policies and procedures, leading to delays and inefficiency. Our team met weekly with the City of San Diego’s team to review chapters of the existing policy manual, identify new sections or regulatory changes and requirements such as SB998 water shutoff policies, met with staff to review the changes and get input for missing elements or items difficult to implement, and drafted a new policies and practices. Our team also revised and updated the process narratives which guide staff through the steps of various processes as outlined in the policy manual. In this way, the representatives have clear direction and process steps to assist customers with their needs.

Raftelis provided guidance throughout the project on benchmarking with other utilities nationally to determine industry standards and best practices. Policies and procedures are under legal and management review at this time.

**The San Diego Public Utility Department
 is streamlining its policies and procedures
 to enhance service to customers.**



North Texas Municipal Water District TX

Reference: Brian Brooks, Process Improvement Advisor
 501 E. Brown Street, Wylie, TX 75098 / P: 469.626.4337 / E: bbrooks@ntmwd.com

Term of Engagement: January 2015 – December 2017

Cost/ Project Size: \$63,445

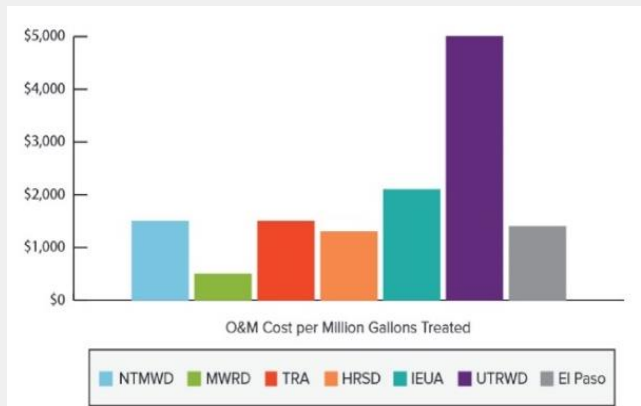
Over the last 60 years, the North Texas Municipal Water District (NTMWD or District) has quietly grown from a small operation on the outskirts of Dallas to a major U.S. utility with over 1.6 million customers over an area the size of the State of Delaware. Rapid growth has stretched resources, taxed assets, and created organizational challenges. NTMWD has tackled these challenges head on to become a world-class utility.

Challenged by the rate of population growth and by its extreme geographic reach, NTMWD asked Raftelis to conduct an organizational assessment to evaluate operating practices and staffing to aid the delivery of affordable services. The scope of the project was of such a size that the project was divided into two phases over several years. Phase I assessed the Wastewater Division and the Shared Support Services, while Phase II assessed the Water Division. Elements included:

- Reviewing staffing needs both in terms of quantity and function of staff
- Assessing workforce support functions, including HR policies, safety, and training
- Evaluating operating practices and conditions at facilities
- Conducting workshops with Executive Leadership to validate findings and to maintain communication pathways
- Surveying staff as to their views of the District’s performance in relation to the principles of Effective Utility Management (EUM)
- Benchmarking the District’s performance to other peer utilities and national standards

Following these activities in Phase I, Raftelis identified opportunities for the District to improve its organization. In addition to a range of specific recommendations, Raftelis developed five initiatives to transform the organization. The initiatives are in the areas of: Safety and Risk Management; Training; Asset Management; Maintenance; and Total Quality Operations. Raftelis worked with NTMWD to implement several of the elements of these initiatives and has completed a training master plan. In conjunction with the organizational development and performance improvement services, Raftelis has provided facilitation services to aid in strategic partnering between the District and its member and customer cities. Raftelis has assisted with updating and reformulating job descriptions for several operations positions. Raftelis is also worked with the District Board on Governance strengthening and member relationships.

For North Texas Municipal Water District, Raftelis conducted benchmarking of other utilities to find opportunities for improvement. The tables below show some of the results of our analysis.



UTILITY	AVERAGE ANNUAL FLOWS (MGD)	# OF LARGE PLANTS (51+ MGD CAPACITY)	# OF MEDIUM PLANTS (6-50 MGD CAPACITY)	# OF SMALL PLANTS (<5 MGD CAPACITY)	O&M COST/MILLION GALLONS TREATED
North Texas Municipal Water District (NTMWD)	90	1	4	12	\$1,529
Metropolitan Water Reclamation District (MWRD)	133	1	0	0	\$637
Trinity River Authority (TRA)	146	1	2	2	\$1,502
Hampton Roads Sanitation District (HRSD)	215	0	5	4	\$1,420
Inland Empire Utilities Agency (IEUA)	52	0	4	0	\$2,219
Upper Trinity Regional Water District (UTRWD)	5	0	0	2	\$4,987
El Paso Water Utilities (El Paso)	59	0	4	0	\$1,642

Lake Havasu City, Utilities Department AZ

Reference: Mark Clark, PE, PTOE, Director of Operations and Maintenance Services
 2330 McCulloch Boulevard North, Lake Havasu City, AZ 86403 / P: 928.855.3377 / E: clarkm@lhcaz.gov

Term of Engagement: February 2018 – August 2018

Cost/ Project Size: \$35,098

Lake Havasu City (City) engaged Raftelis to conduct an Organizational and Operations Assessment (Assessment) for the City’s utilities. The main goal was to investigate opportunities to improve the efficiency and effectiveness of the organization. This included the following major objectives:

- Interview utility staff to understand the organizational structure of the utility and how responsibilities are assigned across job titles
- Gain insight into asset conditions, labor needs, and capital needs
- Review staffing levels and organizational structure to find opportunities to best meet the long-term needs of the utilities with a minimum of staff
- Identify other opportunities in workflow, utility operations, or potential initiatives that may improve the long-term efficiency and effectiveness of the utilities

Raftelis observed a utility that is staffed with dedicated, hardworking employees, but who are generally understaffed and forced into a “firefighting” mode in which actions are more reactive than proactive. The primary recommendations of this study focused on workforce and business practice enhancements to ensure the long-term stability of the utilities.

Some of the workforce and business practice recommendations included:

- Adjusting the organizational structure to address the lack of management capacity and delegation
- Adopting succession planning activities
- Conducting a salary study to aid employee retention
- Initiating a program to recruit and train new hires

Raftelis provided guidance on re-thinking the data collection burdens (e.g., Lucity, work orders, timesheets); simplifying the budget reporting process, opportunities to outsource less-skilled tasks and preparing master and strategic plans to shape utility systems’ growth and development.



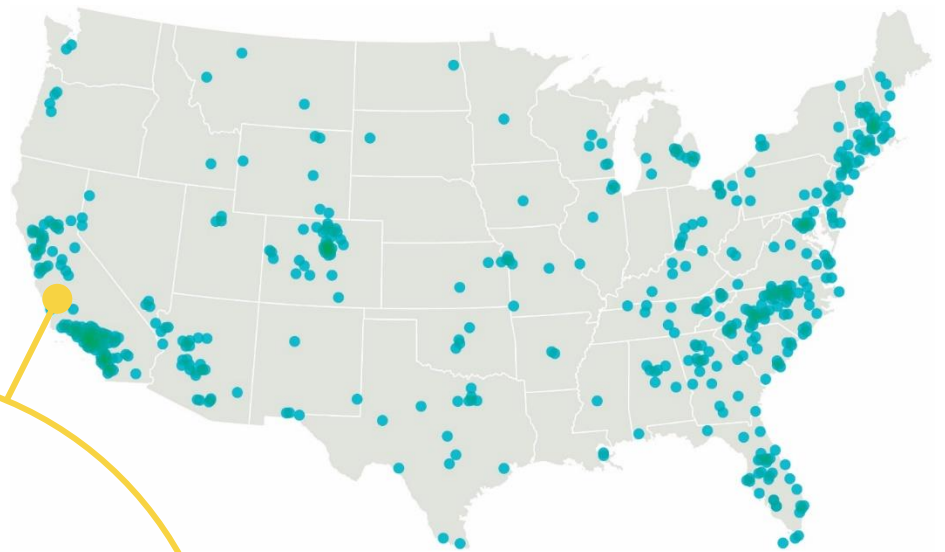
Climate and water source impact performance.
 Lake Havasu City, AZ is one of the hottest communities in the U.S. with competition for water resources.

List of Representative Projects

RAFTELIS HAS ONE OF THE MOST EXPERIENCED UTILITY AND LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,200 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 900 financial, management, and/or technology consulting projects for over 600 public-sector agencies in 44 states, the District of Columbia, and Canada.

THIS MAP AND THE MATRIX ON THE FOLLOWING PAGES SHOW SOME OF THE LOCAL GOVERNMENT CLIENTS THAT WE HAVE ASSISTED.



Raftelis has provided financial/organizational/technology assistance to public agencies serving more than

25% of the U.S. population

National Experience

This matrix shows a brief sample of some of the utilities throughout the U.S. and Canada that Raftelis staff has assisted and the services performed for these utilities.

Client	Finance						Organization					Technology				
	Affordability Analysis & Program Development	Capital Improvements Planning/Prioritization	Debt Issuance Support	Economic & Financial Evaluations	Financial Planning & Modeling	Rate, Charge, & Fee Studies	Stormwater Utility Development & Support	Organizational, Governance, & Operations Optimization	Performance Measurement & Benchmarking	Program Planning & Support	Stakeholder Engagement & Communication	Strategic Planning	Billing, Permitting, & Customer Information Audits	Business Process Development	Data Management, Analytics, & Visualization	Software Solutions
AL Birmingham Water Works Board	●	●	●		●	●			●	●	●				●	
AR Central Arkansas Water		●			●	●		●				●				
AR Little Rock Wastewater Utility		●			●	●			●	●						
AZ Phoenix, City of	●	●	●		●				●							
AZ Pima County		●			●	●										
AZ Tucson Water		●			●	●				●						
CA Alameda County Water District		●	●		●	●										
CA Anaheim, City of		●			●	●										
CA Central Contra Costa Sanitation District		●			●	●		●	●							
CA East Bay Municipal Utility District	●	●			●	●										
CA Long Beach, City of	●		●		●	●										
CA Los Angeles, City of					●	●										
CA Metropolitan Water District of Southern California					●	●			●							
CA Palo Alto, City of		●			●	●										
CA San Diego, City of		●			●	●										
CA San Juan Capistrano, City of		●			●	●										
CA Santa Cruz, City of		●			●	●										
CA Thousand Oaks, City of	●	●			●	●										
CA Ventura, City of					●	●				●						
CO Boulder, City of		●			●	●	●									
CO Denver Wastewater Management Division			●		●	●		●	●	●						
CO Denver Water					●	●										●
CO Greeley, City of		●	●	●	●	●	●									
CO Metro Wastewater Reclamation District												●				
CT Groton, City of		●		●	●	●		●		●	●		●	●		
DC DC Water		●			●	●		●	●		●				●	
DE Wilmington, City of								●			●					
FL Emerald Coast Utilities Authority		●	●		●											
FL Florida Keys Aqueduct Authority		●	●		●	●										
FL Pompano Beach, City of		●			●	●		●								
FL St. Johns County		●	●		●	●										
GA Augusta, City of		●			●	●										
GA Columbus Water Works		●	●		●	●										
GA Paulding County		●	●	●	●	●										
HI Honolulu ENV, City and County of		●			●	●										
IL Bloomington, City of		●			●	●										
IL City of Naperville		●			●	●										
KS Topeka, City of		●			●	●										
KS Wichita, City of		●			●	●										
KY Hardin County Water District #1		●			●	●										
LA New Orleans, Sewerage & Water Board of		●	●		●	●	●		●	●					●	
MA Boston Water & Sewer Commission		●			●	●	●	●		●	●				●	●
MA Northampton, City of	●				●	●				●						
MD Baltimore, City of	●	●			●	●	●	●		●	●				●	●
ME Portland Water District					●	●										
MI Detroit Water and Sewerage Department					●	●										
MI Flint, City of					●	●									●	

Client	Finance					Organization					Technology					
	Affordability Analysis & Program Development	Capital Improvements Planning/Prioritization	Debt Issuance Support	Economic & Financial Evaluations	Financial Planning & Modeling	Rate, Charge, & Fee Studies	Stormwater Utility Development & Support	Organizational, Governance, & Operations Optimization	Performance Measurement & Benchmarking	Program Planning & Support	Stakeholder Engagement & Communication	Strategic Planning	Billing, Permitting, & Customer Information Audits	Business Process Development	Data Management, Analytics, & Visualization	Software Solutions
MI Saginaw, City of		●			●	●										
MO Metropolitan St. Louis Sewer District		●	●		●	●	●	●								
MS Jackson, City of	●	●			●	●		●							●	
NC Asheville, City of		●	●		●	●		●			●					
NC Charlotte Water	●	●			●	●										
NC Durham, City of		●	●		●	●										
NC Fayetteville, City of		●	●		●	●	●									
NC Raleigh, City of		●	●		●	●	●	●		●						
NH Concord, City of		●			●	●										
NJ Brick Township Municipal Utilities Authority					●	●										
NJ Jersey City Municipal Utilities Authority		●			●	●										
NV Henderson, City of		●			●	●										
NY Erie County Water Authority					●	●										
NY New York City Water Board		●			●	●									●	
OH Akron, City of		●			●	●				●						
OH Franklin County		●			●	●		●								
OH Montgomery County Environmental Services		●			●	●		●	●		●		●	●	●	
OH Northeast Ohio Regional Sewer District	●	●			●	●	●	●							●	●
OK Chickasha, City of					●	●	●	●		●			●	●		
OK Stillwater Utilities Authority					●	●									●	
OR Portland Bureau of Water, City of		●	●		●	●									●	
PA Capital Region Water	●	●	●		●	●	●			●	●					
PA Philadelphia Water Department	●	●	●		●	●		●	●	●			●	●	●	
PA Pittsburgh Water and Sewer Authority	●	●	●	●	●	●		●	●	●	●		●	●	●	
RI Newport, City of		●	●		●	●										
RI Providence Water Supply Board		●			●	●		●	●							
SC Greenville Water					●	●		●								
SC Mount Pleasant Waterworks		●			●	●					●					
TN Johnson City, City of	●	●	●		●	●										
TN Metro Water Services of Nashville and Davidson County		●	●		●	●	●		●		●	●				
TX Austin, City of		●	●		●	●		●								
TX Dallas, City of		●			●	●	●			●			●	●		
TX El Paso Water Utilities		●	●		●	●				●				●	●	
TX North Texas Municipal Water District		●		●				●	●	●	●		●		●	
TX Round Rock, City of						●										
TX San Antonio Water System	●	●			●	●				●						
UT Salt Lake City					●	●				●						
VA Newport News Department of Public Utilities, City of		●	●		●	●					●				●	
VA Richmond Department of Public Utilities	●	●			●	●	●			●					●	
VA Suffolk, City of		●	●		●	●										
VT Burlington, City of		●	●		●	●										
WA Tacoma, City of				●		●					●				●	
WI Milwaukee Metropolitan Sewerage District		●			●	●										
WI Milwaukee Water Works		●			●	●										
WV Charleston Sanitary Board					●											
Can Calgary, City of		●			●			●							●	
PR Puerto Rico Aqueduct and Sewer Authority		●	●		●			●	●	●						

Disclosure of Claims/Lawsuits

Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim.

Raftelis has not made any claims against a public agency that concern work performed by Raftelis pursuant to a contract or payment for a contract.

Cost Proposal

The total fixed fee for completion of the scope of work is \$75,600. This includes all professional fees and expenses.

The following is the cost by project activity.

Activity	Description	Cost
1	Project Administration and Kickoff	\$5,500
2	Organizational Assessment	\$26,175
3	Operational Efficiency Review	\$22,075
4	Final Report and Presentation	\$21,850
TOTAL		\$75,600

The City will be invoiced monthly as tasks are completed.

NO DEVIATIONS FROM THE RFP

No Deviations from the RFP

We have reviewed the proposed Professional Services Agreement and certify that we take no exceptions.



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – July 2022

STAFF RECOMMENDATION:

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

EXECUTIVE SUMMARY:

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

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

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

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

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

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 7/31/2022
CASH ON HAND							
Wells Fargo-General Checking	N/A	12,754,635.38	(2,830,002.15)	-	-	-	9,924,633.23
Wells Fargo-Road Maintenance	N/A	1,371,784.36	-	76,272.76	-	-	1,448,057.12
Wells Fargo-Gas Tax	N/A	-	79,318.37	-	-	-	79,318.37
Mechanics Bank - Payroll Acct	N/A	176,641.49	32,828.66	-	-	-	209,470.15
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00
Total Cash on Hand		14,306,561.23	(2,717,855.12)	76,272.76	-	-	11,664,978.87
INVESTMENTS							
State of California - LAIF	1.09%	17,914,367.51	-	25,927.81	-	-	17,940,295.32
Investment Management Acct	1.62%	24,252,356.83	5,146,707.21	-	-	-	29,399,064.04
Total Investments		42,166,724.34	5,146,707.21	25,927.81	-	-	47,339,359.36
CASH WITH FISCAL AGENT							
US Bank	varies	4,449,216.04	-	21.24	-	-	4,449,237.28 ①
Wells Fargo Bank, N.A.	5.83%	32.29	-	0.01	-	-	32.30 ②
Wilmington Trust, N. A.	0.03%	0.70	1,231,625.43	-	(196,626.13)	(1,035,000.00)	- ③
Total Cash with Fiscal Agent		4,449,249.03	1,231,625.43	21.25	(196,626.13)	(1,035,000.00)	4,449,269.58
Grand Total		60,922,534.60	3,660,477.52	102,221.82	(196,626.13)	(1,035,000.00)	63,453,607.81

Completed By: **E. Stoddard**
 Reviewed By: **Nathan Statham-Finance Director**

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 7/31/2022
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.03%	0.39	-	-	-	-	0.39
A/C #: 6712016202 Interest Account	0.03%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.00%	0.21	-	-	-	-	0.21
A/C #: 6712016204 Reserve Fund	0.00%	-	-	-	-	-	-
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	0.51	-	-	-	-	0.51
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	21.21	-	0.02	-	-	21.23
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.0100%	25,291.75	-	21.15	-	-	25,312.90

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 7/31/2022
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	0.17	-	-	-	-	0.17
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	525,984.89	-	-	-	-	525,984.89
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	1.32	-	-	-	-	1.32
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,147,669.03	-	-	-	-	2,147,669.03
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	127.75	-	0.07	-	-	127.82
A/C #: 6712179802 Interest Account	0.0000%	0.05	-	-	-	-	0.05
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,449,216.04	-	21.24	-	-	4,449,237.28
WELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.0000%	6.45	-	-	-	-	6.45
A/C #: 83925301 Interest Account	0.0000%	8.28	-	-	-	-	8.28
A/C #: 83925302 Principal Account	0.0000%	17.56	-	0.01	-	-	17.57
TOTAL WELLS FARGO BANK, N.A.		32.29	-	0.01	-	-	32.30

①

②

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

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 7/31/2022
WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-001 Interest Account	0.03%	0.70	196,625.43	-	(196,626.13)	-	-
A/C #: 144613-002 Principal Account	0.00%	-	1,035,000.00	-	-	(1,035,000.00)	-
TOTAL WILMINGTON TRUST BANK, N.A.		0.70	1,231,625.43	-	(196,626.13)	(1,035,000.00)	-
TOTAL CASH WITH FISCAL AGENT		4,449,249.03	1,231,625.43	21.25	(196,626.13)	(1,035,000.00)	4,449,269.58

③

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 09/15/2019 1.500% 09/15/2022		912828YF1	140,000.00	AA+	Aaa	01/06/22	01/10/22	141,110.16	0.33	793.21	140,201.44	139,846.87
US TREASURY NOTES DTD 07/02/2018 2.625% 06/30/2023		9128284U1	1,250,000.00	AA+	Aaa	07/05/22	07/07/22	1,247,119.14	2.86	2,853.26	1,247,320.32	1,246,289.00
US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023		912828ZY9	1,270,000.00	AA+	Aaa	02/17/22	02/18/22	1,249,015.23	1.31	73.34	1,255,736.91	1,235,670.38
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023		912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	4.76	138,633.42	137,615.63
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023		912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	2,069.23	355,987.53	354,112.50
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023		912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	1,655.87	457,760.57	455,040.65
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023		9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	159.78	70,059.85	69,682.82
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024		912828X70	350,000.00	AA+	Aaa	06/03/19	06/05/19	351,585.94	1.90	1,769.02	350,564.95	344,367.17
US TREASURY N/B NOTES DTD 05/31/2022 2.500% 05/31/2024		91282CER8	1,250,000.00	AA+	Aaa	07/05/22	07/07/22	1,242,626.95	2.82	5,293.72	1,242,892.55	1,240,429.75
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024		91282CCL3	1,285,000.00	AA+	Aaa	02/17/22	02/18/22	1,248,206.84	1.59	222.61	1,255,079.37	1,223,761.78
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024		9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	7.22	125,774.71	123,066.40
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024		9128282U3	165,000.00	AA+	Aaa	09/03/19	09/05/19	169,299.02	1.33	1,294.67	166,795.58	161,545.31
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024		9128282Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	2,106.71	298,822.92	290,298.44
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024		912828YM6	195,000.00	AA+	Aaa	01/11/21	01/12/21	203,630.27	0.33	739.20	200,111.01	189,150.00

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	1,529.89	429,688.49	417,562.50
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	2,087.84	585,569.64	569,850.00
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	1,265,000.00	AA+	Aaa	02/17/22	02/18/22	1,244,888.48	1.69	657.42	1,247,994.21	1,212,818.75
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	1,199.45	133,700.52	127,278.13
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	2,234.84	1,250,983.36	1,249,576.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	580.64	550,301.72	512,681.25
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	1,569.29	1,384,383.39	1,385,625.00
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	386.48	453,973.07	424,206.25
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	221.13	335,261.12	322,164.08
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	259.03	403,066.14	377,392.21
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	133.40	205,632.35	193,856.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	61.96	186,748.21	174,978.12
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	114.13	348,532.66	322,328.13
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	1.63	146,443.35	147,100.00

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	18.19	274,039.98	253,565.63
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	2.75	266,028.11	248,231.25
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	4.84	468,004.27	436,703.13
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	13.45	1,254,965.61	1,213,575.00
US TREASURY NOTES	DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	648.64	306,890.35	285,781.25
US TREASURY NOTES	DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,318.21	615,625.99	580,781.25
US TREASURY N/B NOTES	DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	368.44	289,512.90	268,657.80
US TREASURY N/B NOTES	DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	412.91	298,866.16	301,082.01
US TREASURY N/B NOTES	DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	882.17	277,907.55	277,875.00
US TREASURY NOTES	DTD 02/15/2017 2.250% 02/15/2027	912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	3,062.05	287,484.73	288,639.06
Security Type Sub-Total			19,735,000.00					19,285,371.10	1.86	36,811.38	19,307,345.01	18,803,185.25
Supra-National Agency Bond / Note												
INTL BK RECON & DEVELOP NOTES	DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	69.79	149,858.63	144,801.15
INTER-AMERICAN DEVEL BK NOTES	DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	533.33	299,841.20	284,346.90
Security Type Sub-Total			450,000.00					449,455.50	0.46	603.12	449,699.83	429,148.05

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

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,520.00	191,126.29	187,816.90
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	282.50	200,000.00	186,626.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	161.31	135,000.00	126,916.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	41.93	40,172.20	37,700.40
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	115.32	110,000.00	103,676.10
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	309.20	80,000.00	73,583.20
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	34.90	40,000.00	36,704.40
Security Type Sub-Total		795,000.00					799,084.70	1.06	2,465.16	796,298.49	753,023.20

Federal Agency Commercial Mortgage-Backed Security											
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	1,156.34	AA+	Aaa	04/04/18	04/09/18	1,166.19	2.88	2.98	1,156.34	1,156.34
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	14,269.63	AA+	Aaa	09/04/19	09/09/19	14,480.33	1.78	27.43	14,269.63	14,269.63
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	73,687.33	AA+	Aaa	12/13/19	12/18/19	77,268.08	2.14	205.46	75,035.65	73,224.93
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	112,714.67	108,998.40
Security Type Sub-Total		199,113.30					208,363.04	2.01	516.55	203,176.29	197,649.30

Federal Agency Bond / Note											
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Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023		3135G04Q3	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	122.19	254,793.92	249,803.61
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023		3137EAEN5	325,000.00	AA+	Aaa	01/07/19	01/09/19	327,281.50	2.58	1,042.71	325,452.92	324,636.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023		3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	42.53	174,846.47	170,885.58
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023		3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	40.83	279,811.43	273,093.80
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023		3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	201.70	184,933.32	179,853.67
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023		3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	3,663.23	329,844.17	329,815.86
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023		3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	225.69	249,835.84	242,382.50
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023		3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	944.06	191,561.18	191,122.33
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025		3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	297.22	199,463.21	187,425.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	446.88	259,707.83	244,564.84
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	618.75	361,029.17	338,628.24
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025		3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	262.50	199,658.99	188,052.20
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025		3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	106.94	175,117.12	163,499.18
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025		3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	137.50	225,646.31	210,213.22

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

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	186.39	304,636.21	284,955.71
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	19.27	184,451.97	171,856.31
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	316.88	194,439.63	180,561.62
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	682.50	418,560.60	388,901.94
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	380.00	284,459.61	263,386.17
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	215.83	184,565.74	171,276.70
Security Type Sub-Total		4,985,000.00					4,984,435.19	0.88	9,953.60	4,982,815.64	4,754,915.28
Corporate Note											
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	850.00	99,976.96	99,199.90
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	2,897.56	260,996.17	259,988.82
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	A-	A1	04/19/21	04/22/21	25,000.00	0.73	58.89	25,000.00	24,466.70
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	A-	A1	04/20/21	04/22/21	75,094.50	0.69	176.66	75,032.74	73,400.10
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	113.56	114,900.42	109,809.25

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024		882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	1,662.50	303,727.47	297,206.10
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024		931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	655.50	362,103.09	358,662.96
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024		46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	281.61	115,000.00	110,795.49
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024		06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	327.38	150,000.00	144,023.55
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.250% 01/10/2025		24422EVY2	190,000.00	A	A2	03/08/22	03/10/22	185,200.60	2.17	138.54	185,867.05	181,693.20
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	2,408.25	198,066.52	188,752.65
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	504.00	60,315.20	57,745.62
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	756.00	90,472.80	86,618.43
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	2,394.83	300,504.05	287,609.66
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	2,205.00	244,649.55	245,642.39
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	122.62	50,000.00	47,330.60

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	134.89	55,085.21	52,063.66
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	970.31	145,100.18	134,892.41
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	157.93	115,000.00	108,250.31
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	183.47	50,000.00	47,041.15
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	117.00	71,464.17	66,807.43
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026		06051GKM0	220,000.00	A-	A2	03/17/22	03/22/22	220,000.00	3.38	2,667.72	220,000.00	215,026.46
TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	21.67	24,961.92	23,754.00
TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	108.33	124,931.42	118,770.00
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	56.94	200,577.55	187,232.80
Security Type Sub-Total			3,617,000.00					3,671,363.78	1.74	19,971.16	3,643,732.47	3,526,783.64
Certificate of Deposit												
BARCLAYS BANK PLC NY CERT DEPOS DTD 02/03/2022 1.050% 02/01/2023		06742TG34	250,000.00	A-1	P-1	02/02/22	02/03/22	250,000.00	1.05	1,305.21	250,000.00	246,751.07

Managed Account Detail of Securities Held

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

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit												
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023		22552G3C2	155,000.00	A-1	P-1	03/19/21	03/23/21	155,000.00	0.59	348.02	155,000.00	152,071.74
Security Type Sub-Total			405,000.00					405,000.00	0.87	1,653.23	405,000.00	398,822.81
Asset-Backed Security												
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023		43815MAC0	5,666.42	NR	Aaa	05/21/19	05/29/19	5,666.21	2.52	3.97	5,666.37	5,664.61
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023		89239AAD5	6,707.51	AAA	Aaa	02/05/19	02/13/19	6,706.29	2.91	8.68	6,707.25	6,707.46
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023		65479KAD2	4,202.68	NR	Aaa	02/05/19	02/13/19	4,202.04	2.90	5.42	4,202.51	4,202.64
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023		14042WAC4	4,461.96	AAA	Aaa	05/21/19	05/30/19	4,461.05	2.51	4.98	4,461.70	4,458.31
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023		65479HAC1	11,932.14	NR	Aaa	05/21/19	05/28/19	11,929.44	2.51	13.26	11,931.36	11,918.44
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024		43813RAC1	48,354.86	NR	Aaa	02/19/20	02/26/20	48,345.39	1.61	21.63	48,350.93	48,018.93
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024		89232HAC9	60,136.84	AAA	Aaa	02/04/20	02/12/20	60,132.50	1.66	44.37	60,135.02	59,721.77
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024		14315XAC2	53,763.14	AAA	NR	01/14/20	01/22/20	53,752.59	1.89	45.16	53,758.02	53,301.05
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025		43813GAC5	55,000.00	NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.34	53,729.00
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025		44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,996.63	43,650.27
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025		14316NAC3	29,838.63	AAA	NR	01/20/21	01/27/21	29,832.73	0.34	4.51	29,834.55	29,065.37
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026		89239BAC5	70,000.00	AAA	Aaa	09/21/21	09/27/21	69,994.42	0.43	13.38	69,995.51	66,746.30

Managed Account Detail of Securities Held

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

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)											
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,989.70	63,082.49
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	AAA	NR	11/09/21	11/17/21	34,992.19	0.75	11.51	34,993.41	33,513.87
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,990.22	51,756.00
Security Type Sub-Total		550,064.18					549,983.32	0.98	217.80	550,012.52	535,536.51
Managed Account Sub-Total		30,736,177.48					30,353,056.63	1.62	72,192.00	30,338,080.25	29,399,064.04
Securities Sub-Total		\$30,736,177.48					\$30,353,056.63	1.62%	\$72,192.00	\$30,338,080.25	\$29,399,064.04
Accrued Interest											\$72,192.00
Total Investments											\$29,471,256.04

Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
07/10/22	07/10/22	FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	0.00	350.00	350.00			
07/15/22	07/15/22	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	11,262.35	0.00	27.31	27.31			
07/15/22	07/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	8,026.37	0.00	16.79	16.79			
07/15/22	07/15/22	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0.00	25.08	25.08			
07/15/22	07/15/22	US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,265,000.00	0.00	7,115.63	7,115.63			
07/15/22	07/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	0.00	21.58	21.58			
07/15/22	07/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	7,848.16	0.00	18.97	18.97			
07/15/22	07/15/22	US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	1,285,000.00	0.00	2,409.38	2,409.38			
07/15/22	07/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	58,663.00	0.00	92.39	92.39			
07/15/22	07/15/22	US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023	912828ZY9	1,270,000.00	0.00	793.75	793.75			
07/15/22	07/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
07/15/22	07/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	15,605.86	0.00	32.51	32.51			
07/15/22	07/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	67,654.07	0.00	93.59	93.59			
07/15/22	07/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
07/15/22	07/15/22	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
07/15/22	07/15/22	TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	150,000.00	0.00	1,389.38	1,389.38			
07/15/22	07/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	0.00	28.17	28.17			

Managed Account Security Transactions & Interest

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

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	07/15/22	07/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	681.06	0.00	1.65	1.65			
	07/21/22	07/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	53,764.51	0.00	72.13	72.13			
	07/21/22	07/21/22	FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	0.00	346.88	346.88			
	07/21/22	07/21/22	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	9,428.03	0.00	19.80	19.80			
	07/21/22	07/21/22	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	0.00	12.38	12.38			
	07/26/22	07/26/22	BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	0.00	2,050.00	2,050.00			
	07/31/22	07/31/22	US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	9128282N9	125,000.00	0.00	1,328.13	1,328.13			
	07/31/22	07/31/22	US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	0.00	3,346.88	3,346.88			
	07/31/22	07/31/22	US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	0.00	875.00	875.00			
	07/31/22	07/31/22	US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	2,225,000.00	0.00	4,171.88	4,171.88			
Transaction Type Sub-Total					8,983,087.86	0.00	33,622.35	33,622.35			

PAYDOWNS											
	07/01/22	07/25/22	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	12,570.91	12,570.91	0.00	12,570.91	(107.04)	0.00	
	07/01/22	07/25/22	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	1,010.88	1,010.88	0.00	1,010.88	(49.12)	0.00	
	07/01/22	07/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	62,459.36	62,459.36	0.00	62,459.36	(922.25)	0.00	
	07/15/22	07/15/22	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	4,554.84	4,554.84	0.00	4,554.84	0.83	0.00	
	07/15/22	07/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	3,645.48	3,645.48	0.00	3,645.48	0.55	0.00	

Managed Account Security Transactions & Interest

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

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
07/15/22	07/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	681.06	681.06	0.00	681.06	0.08	0.00	
07/15/22	07/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	3,673.72	3,673.72	0.00	3,673.72	0.83	0.00	
07/15/22	07/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	3,564.41	3,564.41	0.00	3,564.41	0.72	0.00	
07/15/22	07/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	7,517.23	7,517.23	0.00	7,517.23	0.54	0.00	
07/15/22	07/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	4,899.86	4,899.86	0.00	4,899.86	0.96	0.00	
07/15/22	07/15/22	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	161.37	161.37	0.00	161.37	0.03	0.00	
07/21/22	07/21/22	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	3,761.61	3,761.61	0.00	3,761.61	0.14	0.00	
07/21/22	07/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	5,409.65	5,409.65	0.00	5,409.65	1.06	0.00	
Transaction Type Sub-Total				113,910.38	113,910.38	0.00	113,910.38	(1,072.67)	0.00	
SELL										
07/05/22	07/07/22	SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	294,900.26	1,996.66	296,896.92	(99.74)	(99.74)	FIFO
Transaction Type Sub-Total				295,000.00	294,900.26	1,996.66	296,896.92	(99.74)	(99.74)	
Managed Account Sub-Total					(4,999,076.47)	26,136.91	(4,972,939.56)	(1,172.41)	(99.74)	
Total Security Transactions					(\$4,999,076.47)	\$26,136.91	(\$4,972,939.56)	(\$1,172.41)	(\$99.74)	



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – June 2022

STAFF RECOMMENDATION:

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

EXECUTIVE SUMMARY:

On June 23, 2021, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended June 30, 2022. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2022
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 6/30/2022
CASH ON HAND							
Wells Fargo-General Checking	N/A	20,486,867.91	(10,623,484.78)	-	-	-	9,863,383.13
Wells Fargo-Road Maintenance	N/A	1,297,911.88	73,872.48	-	-	-	1,371,784.36
Wells Fargo-Gas Tax	N/A	392,889.16	97,482.97	(490,372.13)	-	-	-
Mechanics Bank - Payroll Acct	N/A	369,154.72	(192,513.23)	-	-	-	176,641.49
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00
Total Cash on Hand		22,550,323.67	(10,644,642.56)	(490,372.13)	-	-	11,415,308.98
INVESTMENTS							
State of California - LAIF	0.86%	12,914,367.51	5,000,000.00	-	-	-	17,914,367.51
Investment Management Acct	1.35%	24,219,172.83	33,184.00	-	-	-	24,252,356.83
Total Investments		37,133,540.34	5,033,184.00	-	-	-	42,166,724.34
CASH WITH FISCAL AGENT							
US Bank	varies	4,899,540.59	-	141.08	(160,465.63)	(290,000.00)	4,449,216.04 ①
Wells Fargo Bank, N.A.	5.83%	272,204.30	-	27.99	(87,200.00)	(185,000.00)	32.29 ②
Wilmington Trust, N. A.	0.03%	0.70	-	-	-	-	0.70 ③
Total Cash with Fiscal Agent		5,171,745.59	-	169.07	(247,665.63)	(475,000.00)	4,449,249.03
Grand Total		64,855,609.60	(5,611,458.56)	(490,203.06)	(247,665.63)	(475,000.00)	58,031,282.35

Completed By:

E. Stoddard

Reviewed By:

Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2022
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 6/30/2022
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.03%	0.39	-	-	-	-	0.39
A/C #: 6712016202 Interest Account	0.03%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.00%	0.21	-	-	-	-	0.21
A/C #: 6712016204 Reserve Fund	0.00%	-	-	-	-	-	-
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	0.51	-	-	-	-	0.51
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	21.20	-	0.01	-	-	21.21
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.0100%	25,278.26	-	13.49	-	-	25,291.75

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2022
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 6/30/2022
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	0.17	-	-	-	-	0.17
A/C #: 6712071402 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712071403 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.00%	525,984.89	-	-	-	-	525,984.89
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	1.32	-	-	-	-	1.32
A/C #: 6712160602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712160603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712160604 Reserve Account	0.00%	2,147,669.03	-	-	-	-	2,147,669.03
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.0000%	450,305.44	(450,305.22)	127.53	-	-	127.75
A/C #: 6712179802 Interest Account	0.0000%	160.41	160,305.22	0.05	(160,465.63)	-	0.05
A/C #: 6712179803 Principal Account	0.0000%	-	290,000.00	-	-	(290,000.00)	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
TOTAL US BANK OF CALIFORNIA		4,899,540.59	-	141.08	(160,465.63)	(290,000.00)	4,449,216.04 ①
WELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.0000%	4.30	-	2.15	-	-	6.45
A/C #: 83925301 Interest Account	0.0000%	87,200.00	-	8.28	(87,200.00)	-	8.28
A/C #: 83925302 Principal Account	0.0000%	185,000.00	-	17.56	-	(185,000.00)	17.56
TOTAL WELLS FARGO BANK, N.A.		272,204.30	-	27.99	(87,200.00)	(185,000.00)	32.29 ②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of June 30, 2022
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 5/31/2022	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 6/30/2022
WILMINGTON TRUST, N. A.							
<u>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</u>							
A/C #: 144613-001 Interest Account	0.03%	0.70	-	-	-	-	0.70
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
TOTAL WILMINGTGN TRUST BANK, N.A.		0.70	-	-	-	-	0.70
TOTAL CASH WITH FISCAL AGENT		5,171,745.59	-	169.07	(247,665.63)	(475,000.00)	4,449,249.03

③

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES DTD 09/15/2019 1.500% 09/15/2022		912828YF1	140,000.00	AA+	Aaa	01/06/22	01/10/22	141,110.16	0.33	616.30	140,340.21	139,934.37
US TREASURY NOTES DTD 07/15/2020 0.125% 07/15/2023		912828ZY9	1,270,000.00	AA+	Aaa	02/17/22	02/18/22	1,249,015.23	1.31	732.35	1,254,466.35	1,233,289.13
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023		912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	729.97	138,517.03	137,484.37
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023		912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	1,246.84	356,052.53	353,835.17
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023		912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	827.94	457,617.72	454,609.35
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023		9128285U0	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	4.99	70,063.44	69,628.13
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024		912828X70	350,000.00	AA+	Aaa	06/03/19	06/05/19	351,585.94	1.90	1,179.35	350,592.40	343,820.33
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024		91282CCL3	1,285,000.00	AA+	Aaa	02/17/22	02/18/22	1,248,206.84	1.59	2,223.01	1,253,780.29	1,218,742.19
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024		9128282N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	1,107.99	125,807.61	122,792.98
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024		9128282U3	165,000.00	AA+	Aaa	09/03/19	09/05/19	169,299.02	1.33	1,034.05	166,868.73	161,081.25
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024		9128282Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	1,575.75	298,972.74	289,468.75
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024		912828YM6	195,000.00	AA+	Aaa	01/11/21	01/12/21	203,630.27	0.33	492.80	200,303.76	188,357.81
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	764.94	429,859.08	416,101.56
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024		9128283J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	1,043.92	585,772.29	567,856.25

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,265,000.00	AA+	Aaa	02/17/22	02/18/22	1,244,888.48	1.69	6,565.25	1,247,407.15	1,206,098.44
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	976.80	133,824.01	126,648.44
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	463.76	550,172.37	508,085.18
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	289.07	453,811.45	420,109.35
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	147.42	334,876.19	318,882.83
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	172.69	402,885.05	373,548.46
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	66.70	205,521.10	191,789.05
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	1.94	186,667.44	173,107.82
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	3.56	348,496.22	318,882.83
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	250.28	146,114.77	145,450.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	2,792.14	274,501.47	251,294.54
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	422.34	265,931.84	245,446.87
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	743.01	467,834.71	431,804.69
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	2,064.78	1,253,389.32	1,199,962.50

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	518.07	306,816.60	282,487.50
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,052.85	615,285.06	574,087.50
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	184.22	289,502.11	265,304.70
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	206.46	298,287.07	297,324.24
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	659.84	277,457.28	273,984.36
Security Type Sub-Total		14,110,000.00					13,877,483.99	1.46	31,161.38	13,887,795.39	13,301,300.94
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	38.54	149,849.50	144,444.90
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	408.33	299,834.92	283,613.40
Security Type Sub-Total		450,000.00					449,455.50	0.46	446.87	449,684.42	428,058.30
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,140.00	191,208.25	188,077.20
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	188.33	200,000.00	186,472.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	97.64	135,000.00	126,756.90
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	251.60	40,177.21	37,492.00

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note												
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	691.90	110,000.00	103,103.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025		54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	257.67	80,000.00	74,064.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026		646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	209.40	40,000.00	36,524.40
Security Type Sub-Total			795,000.00					799,084.70	1.06	2,836.54	796,385.46	752,489.50
Federal Agency Commercial Mortgage-Backed Security												
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022		3137BM6P6	13,727.25	AA+	Aaa	04/04/18	04/09/18	13,844.14	2.88	35.35	13,729.55	13,703.63
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022		3137AWOH1	76,728.99	AA+	Aaa	09/04/19	09/09/19	77,861.94	1.78	147.51	76,762.22	76,536.25
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024		3136AJB54	74,698.21	AA+	Aaa	12/13/19	12/18/19	78,328.08	2.14	208.28	76,138.33	74,343.52
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024		3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	112,813.33	109,501.62
Security Type Sub-Total			275,154.45					285,482.60	2.00	671.82	279,443.43	274,085.02
Federal Agency Bond / Note												
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023		3135G04O3	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	69.06	254,772.19	249,292.85
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023		3137EAEN5	325,000.00	AA+	Aaa	01/07/19	01/09/19	327,281.50	2.58	297.92	325,496.53	324,601.23
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023		3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	6.08	174,832.00	170,525.25
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023		3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	332.50	279,794.39	272,483.68

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023		3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	163.16	184,927.99	179,390.43
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023		3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	2,872.60	329,832.30	329,673.63
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023		3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	173.61	249,823.61	241,965.25
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023		3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	409.69	191,659.15	190,945.06
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025		3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	213.89	199,446.35	186,275.20
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	311.46	259,698.73	242,622.64
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025		3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	431.25	361,061.24	335,939.04
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025		3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	137.50	199,648.73	186,949.40
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025		3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	34.03	175,120.57	162,036.00
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025		3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	43.75	225,665.37	208,332.00
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025		3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	59.30	304,625.48	282,405.60
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025		3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	308.33	184,436.31	170,463.63
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025		3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	255.94	194,424.12	179,226.65
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025		3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	551.25	418,520.76	386,026.62

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	290.94	284,445.03	261,570.15
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	138.75	184,554.47	169,808.17

Security Type Sub-Total		4,985,000.00					4,984,435.19	0.88	7,101.01	4,982,785.32	4,730,532.48
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Corporate Note

ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	708.33	99,973.08	99,117.60
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	2,258.39	261,051.03	259,023.18
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	A-	A1	04/19/21	04/22/21	25,000.00	0.73	43.66	25,000.00	24,378.70
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	A-	A1	04/20/21	04/22/21	75,094.50	0.69	130.97	75,036.85	73,136.10
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	70.44	114,895.68	109,326.36
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	1,006.25	303,922.65	297,233.10
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	4,930.50	362,356.78	358,163.28
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	219.03	115,000.00	110,516.73
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	226.13	150,000.00	143,058.45

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note												
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.250% 01/10/2025		24422EVY2	190,000.00	A	A2	03/08/22	03/10/22	185,200.60	2.17	1,128.13	185,723.58	179,914.42
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	1,980.75	198,366.35	188,471.26
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	414.00	60,325.74	57,196.14
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	621.00	90,488.61	85,794.21
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,964.62	300,694.27	284,463.78
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	1,592.50	244,638.53	242,871.93
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	81.75	50,000.00	46,828.70
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	89.93	55,103.46	51,511.57
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	548.44	145,434.70	133,308.59
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	78.97	115,000.00	107,571.23
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	151.47	50,000.00	46,436.55

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	72.00	71,450.33	65,568.38
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A2	03/17/22	03/22/22	220,000.00	3.38	2,047.32	220,000.00	213,253.04
TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	212.61	24,961.20	23,146.93
TARGET CORP CORPORATE NOTES DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	1,063.02	124,930.11	115,734.62
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,765.28	200,588.69	183,553.40

Security Type Sub-Total		3,617,000.00					3,671,363.78	1.74	23,405.49	3,644,941.64	3,499,578.25
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Certificate of Deposit

SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A-1	P-1	08/29/19	09/03/19	295,000.00	1.85	1,905.21	295,000.00	294,954.87
BARCLAYS BANK PLC NY CERT DEPOS DTD 02/03/2022 1.050% 02/01/2023	06742TG34	250,000.00	A-1	P-1	02/02/22	02/03/22	250,000.00	1.05	1,079.17	250,000.00	246,262.26
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A-1	P-1	03/19/21	03/23/21	155,000.00	0.59	269.27	155,000.00	151,982.31

Security Type Sub-Total		700,000.00					700,000.00	1.29	3,253.65	700,000.00	693,199.44
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Asset-Backed Security

HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	9,428.03	NR	Aaa	05/21/19	05/29/19	9,427.68	2.52	6.60	9,427.95	9,433.84
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	11,262.35	AAA	Aaa	02/05/19	02/13/19	11,260.30	2.91	14.57	11,261.87	11,272.72

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

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

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	681.06	NR	Aaa	02/05/19	02/13/19	680.98	2.91	0.88	681.04	681.05
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	7,848.16	NR	Aaa	02/05/19	02/13/19	7,846.97	2.90	10.12	7,847.83	7,853.72
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	8,026.37	AAA	Aaa	05/21/19	05/30/19	8,024.74	2.51	8.95	8,025.87	8,031.25
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	15,605.86	NR	Aaa	05/21/19	05/28/19	15,602.33	2.51	17.34	15,604.77	15,604.83
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	53,764.51	NR	Aaa	02/19/20	02/26/20	53,753.98	1.61	24.04	53,759.92	53,464.55
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	67,654.07	AAA	Aaa	02/04/20	02/12/20	67,649.19	1.66	49.91	67,651.92	67,278.75
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	58,663.00	AAA	NR	01/14/20	01/22/20	58,651.49	1.89	49.28	58,657.22	58,273.85
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.32	53,710.28
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,996.54	43,583.48
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,995.80	29,244.15
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	AAA	Aaa	09/21/21	09/27/21	69,994.42	0.43	13.38	69,995.40	66,671.28
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,989.45	63,099.76
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	AAA	NR	11/09/21	11/17/21	34,992.19	0.75	11.51	34,993.27	33,390.54
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,990.02	51,518.85

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2022**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
Security Type Sub-Total		587,933.41					587,846.81	1.06	252.04	587,878.19	573,112.90
Managed Account Sub-Total		25,520,087.86					25,355,152.57	1.35	69,128.80	25,328,913.85	24,252,356.83
Securities Sub-Total		\$25,520,087.86					\$25,355,152.57	1.35%	\$69,128.80	\$25,328,913.85	\$24,252,356.83
Accrued Interest											\$69,128.80
Total Investments											\$24,321,485.63

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2022**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
06/06/22	06/08/22	US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	325,000.00	(297,857.42)	(53.28)	(297,910.70)			
Transaction Type Sub-Total				325,000.00	(297,857.42)	(53.28)	(297,910.70)			
INTEREST										
06/01/22	06/01/22	MONEY MARKET FUND	MONEY0002	0.00	0.00	127.15	127.15			
06/01/22	06/01/22	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	0.00	473.80	473.80			
06/01/22	06/25/22	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.68	280.68			
06/01/22	06/25/22	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	77,547.93	0.00	230.65	230.65			
06/01/22	06/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	89,671.95	0.00	172.39	172.39			
06/01/22	06/25/22	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	39,782.21	0.00	102.44	102.44			
06/08/22	06/08/22	FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	0.00	3,206.25	3,206.25			
06/15/22	06/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	0.00	26.58	26.58			
06/15/22	06/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
06/15/22	06/15/22	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	0.00	25.08	25.08			
06/15/22	06/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	63,745.42	0.00	100.40	100.40			
06/15/22	06/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	688.70	0.00	1.53	1.53			
06/15/22	06/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	11,698.73	0.00	24.47	24.47			
06/15/22	06/15/22	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	15,980.44	0.00	38.75	38.75			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2022**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
06/15/22	06/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	11,805.14	0.00	28.53	28.53			
06/15/22	06/15/22	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
06/15/22	06/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	0.00	28.17	28.17			
06/15/22	06/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	19,558.61	0.00	40.75	40.75			
06/15/22	06/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,670.78	0.00	6.48	6.48			
06/15/22	06/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	75,503.70	0.00	104.45	104.45			
06/15/22	06/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	35,000.00	0.00	21.58	21.58			
06/17/22	06/17/22	FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	705,000.00	0.00	1,762.50	1,762.50			
06/18/22	06/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	3,274.14	0.00	7.72	7.72			
06/19/22	06/19/22	FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	325,000.00	0.00	4,468.75	4,468.75			
06/21/22	06/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	59,314.14	0.00	79.58	79.58			
06/21/22	06/21/22	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	13,344.45	0.00	28.02	28.02			
06/21/22	06/21/22	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	0.00	12.38	12.38			
06/26/22	06/26/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	0.00	218.75	218.75			
06/30/22	06/30/22	US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	9128285U0	70,000.00	0.00	918.75	918.75			
06/30/22	06/30/22	US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	540,000.00	0.00	1,012.50	1,012.50			
Transaction Type Sub-Total				3,069,586.34	0.00	13,571.83	13,571.83			

Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2022**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
06/01/22	06/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	12,942.96	12,942.96	0.00	12,942.96	(191.11)	0.00	
06/01/22	06/25/22	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	2,849.72	2,849.72	0.00	2,849.72	(138.48)	0.00	
06/01/22	06/25/22	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	26,054.96	26,054.96	0.00	26,054.96	(221.87)	0.00	
06/15/22	06/15/22	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	4,718.09	4,718.09	0.00	4,718.09	0.86	0.00	
06/15/22	06/15/22	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	3,952.75	3,952.75	0.00	3,952.75	0.90	0.00	
06/15/22	06/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	1,989.72	1,989.72	0.00	1,989.72	0.24	0.00	
06/15/22	06/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	5,082.42	5,082.42	0.00	5,082.42	1.00	0.00	
06/15/22	06/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	3,672.36	3,672.36	0.00	3,672.36	0.75	0.00	
06/15/22	06/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	3,956.98	3,956.98	0.00	3,956.98	0.60	0.00	
06/15/22	06/15/22	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	7,849.63	7,849.63	0.00	7,849.63	0.57	0.00	
06/15/22	06/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	688.70	688.70	0.00	688.70	0.09	0.00	
06/18/22	06/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	3,274.14	3,274.14	0.00	3,274.14	0.09	0.00	
06/21/22	06/21/22	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	3,916.42	3,916.42	0.00	3,916.42	0.15	0.00	
06/21/22	06/21/22	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	5,549.63	5,549.63	0.00	5,549.63	1.09	0.00	
Transaction Type Sub-Total				86,498.48	86,498.48	0.00	86,498.48	(545.12)	0.00	
Managed Account Sub-Total					(211,358.94)	13,518.55	(197,840.39)	(545.12)	0.00	
Total Security Transactions					(211,358.94)	\$13,518.55	(197,840.39)	(\$545.12)	\$0.00	



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Contract Amendment No. 1 with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130

STAFF RECOMMENDATION:

Authorize City Manager to execute contract Amendment #1 with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130.

BACKGROUND:

In October of 2020, the City entered into a grant agreement with an Infill Infrastructure Grant (IIG) program, which also supplements an Affordable Housing and Sustainable Communities (AHSC) program grant. These two grants provide approximately 3.4 million in funding and are allocated under City project number ST-130. These grant funds are to be used on infill infrastructure improvements in the downtown Pueblo Viejo District. Improvements included in the grant funding include curbs, gutters, sidewalks, bike lanes, lighting, electrical undergrounding, public plaza improvements, landscaping and ADA improvements.

On January 26, 2022, the City Council approved a construction contract with Desert Concepts for the Pueblo Viejo Sustainable Transportation Project in the amount of \$3,083,149 with a project contingency of 10%. The Project is currently under construction and requires ongoing materials and quality assurance testing services.

DISCUSSION/ANALYSIS:

On January 26, 2022, City Council authorized an agreement with Atlas Technical Consultants in the amount of \$15,000 for construction materials and quality assurance testing services for the Pueblo Viejo Sustainable Transportation Project. Amendment #1 will authorize Atlas Technical Consultants to provide as needed testing services for the remainder of the project on an hourly rate within the approved project contingencies.

Amendment #1 will ensure adequate materials testing and quality assurance continue throughout the project duration. Staff recommends approving Amendment #1 to Atlas Technical Consultants

to continue materials testing and quality assurance for the Pueblo Viejo Sustainable Transportation Project.

FISCAL IMPACT:

Contract Amendment will be paid through appropriated project construction contingencies with no fiscal impact to CIP FY 22/23 budget.

ATTACHMENTS:

1. Atlas Technical Consultants Contract Amendment #1

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND ATLAS TECHNICAL CONSULTANTS LLC
Project ST-130**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of September 14, 2022 by and between the City of Coachella ("City") and Atlas Technical Consultants LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about January 26, 2022, the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$15,000.00 for project ST-130.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirety to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A" at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$15,000 plus approved construction contingencies** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, **whenever** the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

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

CITY OF COACHELLA

ATLAS TECHNICAL CONSULTANTS LLC

By: _____

Gabriel Martin
City Manager

By: _____

Ron Badour
Director of CMT & Field Services

APPROVED AS TO FORM:

By: _____

Carlos Campos
City Attorney

Attest: _____

Andrea Carranza
Deputy City Clerk

Exhibit "A"

SCHEDULE OF FEES

California Prevailing Wage
Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)

Director/Principal Professional	\$190
Senior Professional	165
Project Professional	145
Staff Professional	120
Drafter Level II.....	95
Drafter Level I.....	85

Project Management

Senior Project Manager	\$160
Project Manager.....	135
Administrative Assistant.....	67

Field Services (Geotechnical, Special Inspection)

Field Supervisor	\$118
LA Certified Grading Inspector	123
Off Site Inspector	91
Laboratory Technician.....	74
Group 1 (Field Soils, Material Tester)	108
Group 2 (Special Inspection).....	113
Group 3 (NDT Testing).....	117
Coring	166

Field Services (SUE Level B Utility Evaluations and Rebar Locating)

Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics	
Full Day	\$1,950
Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates).....	215
Letter Report.....	300
Map (per day of field work)	350

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	\$2,400
Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates).....	270

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates).....	325

Field Services (Seismic ReMi)

One Line	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Field Services (Vibration Monitoring)

Mobilization	\$1,000
Equipment (Daily)	200
Daily Analysis & Reporting (Daily)	75
Final Report Preparation	750
Manned Vibration Monitoring.....	Quote

Field Services (Building Envelope)

Field Tech Level II.....	\$125
Field Tech Level I.....	115
Electronic Leak Detection (hourly, 4 hour minimum).....	250
Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians)	400
Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians).....	225
Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273)	1,500

Travel and Miscellaneous

Pick Up	\$55/hour
Travel Time	Hourly Rate (or \$125/hour beyond 1 hour from San Diego for Geophysical Crews)
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	\$418
California Impact (Cal 216)	206
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080)	260
Durability Factor (Cal 229, ASTM D3744).....	97
Durability Index (Cal 229, ASTM D3744)	224
Expansion Index (ASTM D4289).....	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
Los Angeles Abrasion - 1 ½ inch and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557).....	88
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557).....	200
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557).....	220
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density Chunk Sample (ASTM D2937)	45
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	40
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sandcastle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$68
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	84
Emulsion Content (CTM 382).....	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312).....	350
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	900
Hveem Maximum Bulk Specific Gravity (Cal 308).....	300
Hveem & Stabilometer Value (Cal 366)	\$400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926).....	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370).....	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
Residue by Evaporation (Cal 331)	178
Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041).....	133
Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
RAP Testing Not Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
Tensile Strength Ratio Plant Produced HMA (AASHTO T283).....	900
Wet Track Abrasion (ASTM D3910).....	185

Concrete

2X2 Cube Compression	\$27
Chloride Ion Testing (ASTM C1218)	220
Concrete Core Compression (ASTM C42).....	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78).....	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores Compression (CBC).....	290
Shrinkage Hardened Concrete (ASTM C157 Modified)	371
Split Tensile Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403).....	200
Trial Batch Fabrication (ASTM C192)	298
Unit Weight Hardened Concrete (ASTM C642).....	55
Unit Weight Lightweight Concrete (ASTM C567)	69

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe.....	155
Compression Block Standard (ASTM C140).....	150
Compression Brick (ASTM C67)	115
Efflorescence Block.....	175
Efflorescence Brick (ASTM C67).....	175
Grout Prism Compression (ASTM C1019).....	27
Masonry Core Compression (ASTM C42).....	51
Masonry Core Shear (CBC 2105A.4).....	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength Pull Test (ASTM C482)	62
Mortar Cylinder Compression.....	27
Mortar Shear Strength (ANSI 118).....	100
Relative Mortar Strength (Cal 515)	850
Shrinkage Masonry Block (ASTM C426).....	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270).....	550

Metal

Bolt Assembly Hardness Test	\$74
Bolt Assembly Tensile & Proof Load Test	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test Structural Steel (ASTM A370)	180
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer Tensile (ASTM D3039)	520
Material Preparation	70
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4- and 8-hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 30%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to, the following: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Mileage will be charged at the standard federal rate per mile for distances over 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorization to file a Notice of Completion for City Project ST-123, Grapefruit Boulevard Urban Greening and Connectivity Project.

STAFF RECOMMENDATION:

Accept the City Project ST-123 Grapefruit Boulevard Urban Greening and Connectivity Project as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On November 2, 2018, the City of Coachella received a \$3.19 million grant from the California Natural Resources Agency (CNRA) for the Grapefruit Blvd Urban Greening + Connectivity Project. The City's grant was the largest distributed by the CNRA's Urban Greening Program, its purpose is to enhance and create sustainable green spaces and reduce greenhouse gas emissions. This project created a pleasant, safe, artful and walkable roadway in the Pueblo Viejo Downtown District. The route connected the key assets and activity centers in the community including the transportation center, schools, parks, library, post office, senior center, restaurants and more.

On November 18, 2020 City Council approved to authorize a reimbursement agreement by and between the City of Coachella and Coachella Valley Association of Governments for a total of \$1,376,482 (75%) regional funds and \$458,827 (25%) local funds toward the construction of transportation corridor elements for Grapefruit Blvd Urban Greening and Connectivity Project. On July 14, 2021 City Council approved to authorize Amendment No.1 to the Reimbursement agreement for a total of \$77,338 (75%) regional funds and \$25,780 (25%) local funds.

DISCUSSION/ANALYSIS:

The Grapefruit Boulevard Urban Greening and Connectivity Project widened Grapefruit Boulevard from Leoco Lane to 9th Street from 2 to 4 lanes, installed a traffic signal at 6th Street and included 23 ADA access ramp improvements. The project installed approximately 5,000 linear feet of sidewalk, 3,580 linear feet of bicycle pathways, and 14 safety street lights with four shaded pedestrian facility rest stops that include benches, drinking fountains, bike racks, and bike repair stations. In addition, over 1.25 miles of Bioswales for drainage were installed with 288 and 1,100 drought tolerant and carbon sequestering trees and plants, respectively.

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:

<i>APPROVED FUNDING SOURCE:</i>	<i>CNRA</i>	<i>CVAG</i>	<i>IIG</i>	<i>CITY</i>
<i>Fund 127</i>				\$484,607
<i>Fund 129</i>				\$318,915
<i>Fund 152</i>	\$3,189,152	\$1,453,820	\$250,000	
<i>Fund 178</i>				\$55,698
<i>Total Appropriated Funds: \$5,752,192</i>				

The Project was executed using CNRA, CVAG, and IIG grant funds and General City Funds 127, 129 and 178 with an appropriation total in an amount of \$5,752,192 for all agreements and change orders. The total project was constructed under budget for a total amount of \$5,475,695.

<i>FINAL FUNDING SOURCE:</i>	<i>CNRA</i>	<i>CVAG</i>	<i>IIG</i>	<i>CITY</i>
<i>Fund 127</i>				\$373,709
<i>Fund 129</i>				\$318,915
<i>Fund 152</i>	\$3,189,152	\$1,288,221	\$250,000	
<i>Fund 178</i>				\$55,698
<i>Total Expended Funds: \$5,475,695</i>				

After consideration for CNRA, IIG and required matching funds, the reimbursable balance with CVAG is \$1,717,628 with a 75% (\$1,288,221) CVAG share and 25% (\$429,407) City share. City share shall include \$373,709 from Fund 127 and \$55,698 from Fund 178. No fiscal impact to the 2022/23 CIP Budget.

ATTACHMENTS:

1. ST-123 Notice of Completion

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 Grapefruit Boulevard Urban Greening and Connectivity Project, City Project ST-123 has been completed and was accepted by the undersigned awarding authority on the date hereof. Pedestrian and roadway improvements are located within City right-of-way on Grapefruit Blvd between Leoco Lane and 9th Street, located within the City of Coachella.

The contractor on such work was C.S. Legacy Construction, Inc. and the surety on his bond is Great American Insurance Company, 301 E Fourth Street, Cincinnati, OH 45202.

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: September 14, 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
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, City Engineer

SUBJECT: Authorization to file a Notice of Completion for Street Pavement Rehabilitation Phase 17, City Project ST-105 (Las Plumas & Valencia Neighborhood Slurry and Striping Improvements)

STAFF RECOMMENDATION:

Accept the City Project No. ST-105 Street Pavement Rehabilitation Phase 17 (Las Plumas & Valencia Neighborhood Slurry and Striping Improvements) as complete, and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On April 13, 2022, the City of Coachella acted to award a contract to Petrochem Materials Innovation, LLC (PMI) in the amount of \$292,890.24 plus 20% contingency for the Street Pavement Rehabilitation Phase 17, City Project ST-105.

City Staff has, in order to maximize funds and be as efficient as possible, elected to “Piggy-Back” on the City of Los Angeles REAS Slurry Seal contract resulting in lower costs and streamlined operations. Additionally, the City elected to utilize and apply Rubber Emulsion Aggregate Slurry (REAS) rather than traditional Latex slurry for a longer lasting and more resilient product with a more streamlined application process, which minimized the impact on the local traffic and neighborhoods.

The Street Pavement Rehabilitation Phase 17 (Las Plumas & Valencia Neighborhood Slurry and Striping Improvements) improved the overall Pavement Management Index Rating of the local streets as well as provided rubberized crackfilling and a rubberized slurry seal coating to prevent and avoid road decay and increase the overall longevity of the existing asphalt.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the project contract 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:

The Project was executed using Measure A (Fund 117) and SB1 (Fund 109) funds, with an original contract amount \$292,890.24 plus 20% for contingencies. The project was constructed under budget for a total amount of \$274,983.45.

ATTACHMENTS:

1. Notice of Completion

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 Street Pavement Rehabilitation Phase 17, City Project ST-105 has been completed and was accepted by the undersigned awarding authority on the date hereof. The pavement rehabilitation improvements are located within City right-of-way on various areas located within the City of Coachella.

The contractor on such work was Petrochem Materials Innovation, LLC (PMI) and the surety on his bond is Liberty Mutual Insurance Company located at 790 The City Drive South, Suite 200 Orange, CA 92868.

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

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

Date: September 14, 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
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Sponsorship of Run With Los Muertos Event:

1. Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2022 Run With Los Muertos Event; and
2. Approval for operation of a beer garden by Raices Culturas on November 5, 2022 in Downton Sixth Street from 3pm to midnight.

STAFF RECOMMENDATION:

Sponsorship of Run With Los Muertos Event:

- 1) Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2022 Run With Los Muertos Event,
- 2) Approval for operation of a beer garden by Raices Culturas on November 5, 2022 in Downton Sixth Street from 3pm to midnight.

EXECUTIVE SUMMARY:

On August 21, 2022, staff received the attached \$35,000.00 sponsorship request by Eventscape International, Inc., (Eventscape) for the 2022 Run With Los Muertos Event. This year's event has been submitted to occur on Saturday, November 5th. Eventscape has identified the event will include a beer garden, which is proposed to operate in Downtown Sixth Street from 3pm to midnight by Raices Culturas. This event has been a City co-sponsored event since 2013. Annually, this event has been provided city in-kind services for traffic control, public safety and funded the actual costs of all traffic control and lighting rental expenses; these hard costs total \$15,000-\$18,000.

FISCAL IMPACT:

The requested actions is included in the current budget and will not have a fiscal impact.

Attachment: Sponsorship Request



EVENTSCAPE

Eventscape International, Inc
 PO Box 7201
 La Quinta, CA 92248

8/17/2022

INVOICE

RWLMCOC22

Bill To

City of Coachella
 1515 6th Street
 Coachella, CA 92236

Description	Qty	Rate	Amount
<p>Sponsorship for Run with Los Muertos</p> <p>Run with Los Muertos will bring a 5k run, block party, art walk, car show, procession, and 3 stages of entertainment free to the public.</p> <p>In addition to extensive promotion for the City on TV, radio, print, and social media platforms, the City will receive: A tented display booth in most populous area 35 race entries Individual social media posts across all RWLM platforms City name/logo listed on the following: 30-second promotional video, website, event T-shirt and event poster Sales Tax</p>	1	35,000.00	35,000.00
		8.75%	0.00

NOTE:

TOTAL \$35,000.00



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance services agreement to US National Corp for Painting Maintenance Services for City Facilities Project No. 052522.

STAFF RECOMMENDATION:

Award a maintenance services agreement to US National Corp for Painting Maintenance Services for City Facilities Project No. 052522.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Painting Maintenance Services for City Facilities. This RFP closed on June 15, 2022 and the City received two responses; from US National Corp and Ben Castillo Custom Painting Inc. Staff scored both proposals and met with both responders. Shortly after meeting with Ben Castillo Custom Painting Inc. this respondent advised that their cost submittal did not reflect prevailing wage prices; thus, this proposal was non-responsive. Staff is recommending award to US National Corp as the only responsive bidder for Project No. 052522.

The proposed agreement, as identified in the RFP, will have a two-year term. The term for the proposed agreement is from September 15, 2022 – September 14, 2024. Staff recommends award of the RFP and corresponding maintenance agreement in an amount not to exceed \$200,000 (two-year term).

FISCAL IMPACT:

The recommended action will not have a fiscal impact.

Attachments:

Proposed Agreement

CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 052522

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of September, 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 53-990 Enterprise Way, Coachella, California 92236 ("City") and US National Corp, a corporation, with its principal place of business at 10205 San Fernando Road, Pacoima, California 91331 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the Painting Maintenance Services for City Facilities Project No. 052522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Incorporation of Documents. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor’s Bid Forms
- Contractor’s Certificate Regarding Workers’ Compensation
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Response to Request for Proposal
- Any other documents contained in or incorporated into the Contract

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

3.1.3 Term. The term of this Agreement shall be from September 15, 2022 to September 14, 2024 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by one additional one-year term.

3.2 Responsibilities of Contractor.

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

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

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

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall

be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Fred Jimenez.

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

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

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

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that

all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

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

3.2.10 Insurance.

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

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

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

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the

ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall

procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **two hundred thousand dollars and zero cents (\$200,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If applicable the Services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Contractor:

US National Corp
10205 San Fernando Road
Pacoima, California 91331
Attn: Mary Martinez

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. 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 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.13 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin,

handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

US NATIONAL CORP

By: _____

Dr. Gabriel D. Martin
City Manager

By: _____

Fred Jimenez
President

Attest:

City Clerk

Attest:

Approved as to form:

Best, Best & Krieger

EXHIBIT "A"

SCOPE OF SERVICES

OVERVIEW

The Building Maintenance and Park Maintenance Divisions of the Public Works Department are responsible for maintaining a portfolio of approximately 10 buildings, including offices, a fire station, community centers, park restrooms and equipment shops, that house various City activities.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing interior and exterior surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the Project Manager. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

The City reserves the right to prepare an individual Scope of Work and require a proposal with complete breakdown of material, equipment, and labor cost for each project consistent with the prices established per **COST PROPOSAL** above. The City reserves the right to furnish any and all equipment and/or supplies for projects. The City may solicit a quote for Services from one or more companies prior to assigning an individual project.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

- a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
- c) Damage due to touching before paint is sufficiently dry or any other cause.
- d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for interior surfaces:

- a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").
- b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
- c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small affected areas may be touched up. Large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The

Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

HAZARDOUS MATERIALS

If the Company encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

SUBCONTRACTS

No portion of this contract shall be subcontracted without prior written consent of the City. The City shall retain the right of approval of all subcontractors.

SUPERVISION

One competent English speaking individual shall be available on-site at all times to supervise the work. This individual shall be a full time employee of the Company and shall be experienced in the type of work being performed. Additionally, the individual shall be fully capable of managing, directing, and coordinating the work; reading and thoroughly understanding the Contract; and receiving and carrying out directions from the City. This individual shall be reachable via cell phone during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM).

WARRANTY OF MATERIALS AND WORKMANSHIP

All materials and equipment provided shall be listed and labeled for the purpose intended and must be in good working order. All work provided shall have, as a minimum, a one (1) year warranty from the date of final acceptance against any latent defects, materials, workmanship, and installation. All materials used shall be new and work must be performed by skilled tradesperson(s).

WORKING HOURS

Routine operations shall generally be performed between the hours of 8:00 AM to 5:00 PM,. Emergency or non-routine work shall be performed as necessary with prior approval from the City.

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-33 Painting Contractors License (current and active)

EXHIBIT "B"

SCHEDULE OF SERVICES

Services to be performed on an as needed on-call basis within the scope of services established in Exhibit "A"

EXHIBIT "C"

COMPENSATION

- Total not-to-exceed for Two Year Term
 - \$200,000
- Any additional work requested will be as provided by the Contractor in the response to the RFP for Project 052522



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Standard Irrigation Installation Agreement for DR Horton Tract 32074 for Irrigation Lateral Relocation.

STAFF RECOMMENDATION:

That the City Council approve the City Manager to execute the Standard Irrigation Installation Agreement upon receipt and review of the exhibits.

BACKGROUND:

The Coachella Valley Water District (CVWD) has requested that DR Horton relocate the existing United States Bureau of Reclamation irrigation line at Tract 32074 Mariposa Pointe project. The construction of the Tract's street, offsite improvements and the occupancy of several homes are closely dependent on the construction of the new line and the abandonment of the old one. CVWD would not allow the developer to start constructing the new line until the City participated in the execution of the aforementioned agreement due to an encroachment of a small portion of City's public right-of-way.

The irrigation system is comprised of the Coachella Branch of the All-American Canal, Flood Protection Dikes & Channels and irrigation distribution piping system, which supply Colorado River water to irrigation customers. The United States Bureau of Reclamation owns the Coachella Canal, Protective Works, and Irrigation Distribution System. CVWD operates and maintains the Coachella Canal, Protective Works, and Irrigation Distribution System.

Developer will comply with CVWD's rules, regulations, ordinances and procedures regarding the design, installation and construction of the facilities. The Agreement provides that Developer is required to install approximately 1,330 linear feet of 12-inch (12") C900 PVC and 1,360 linear feet of 24-inch (24") C905 PVC pipelines along Calhoun Street to Avenue 50.

DISCUSSION/ANALYSIS:

By executing the agreement, the City is required and agrees to the following:

- a) An accommodation for the Project that the USBR Easement and the irrigation relocations confer prior and senior rights to the USBR and CVWD.

- b) That CVWD and USBR have the right to use the USBR relocation for all purposes for which the USBR Easement were acquired without the need for any further permits or permissions from the City. CVWD shall give reasonable notice to the City before performing any work within the traveled roadway or improved shoulder of Calhoun Street or Avenue 50 or if traffic will be obstructed. In all cases, CVWD shall perform its work in a manner that will afford security for life and property, and CVWD shall restore any affected street as near as may be to its former state or so as not to have impaired unnecessarily its usefulness.
- c) In the event of a future use of Calhoun Street or Avenue 50 that would necessitate a rearrangement, relocation, reconstruction, or removal of CVWD or USBR Easement and/or USBR relocation, City shall notify CVWD in writing of such necessity as soon as possible. The City agrees to reimburse CVWD on demand of any costs incurred in complying with such notice including any costs associated with easement acquisitions. City shall enter into a relocation agreement on the same terms and conditions as set forth herein. This Agreement shall not in any way alter, modify, or terminate any provisions of the USBR/CVWD Easement.

FISCAL IMPACT:

There will be no impact to the General fund.

EXHIBIT(S):

- 1) Standard Irrigation System Installation Agreement

No Recording Fees
Required Per
Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT
Post Office Box 1058
Coachella, California 92236

(Space above this line is for Recorder's Use)

APN: see attached
TRA:

FILE: 0655.
0322.12
0001.3

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

THIS STANDARD IRRIGATION SYSTEM INSTALLATION AGREEMENT (“Agreement”) is made on this ___ day of _____, 20__ (“Effective Date”) by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (“CVWD”), the CITY OF COACHELLA, a California Public Corporation, also known as CITY OF COACHELLA, a California Municipal Corporation (“City”), and DR HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (“Developer”). CVWD, City, and Developer are collectively referred to herein as “Parties” and singularly as “Party.”

RECITALS

A. Developer is the owner of certain real property located in the County of Riverside, California and legally described on Exhibit “A” and depicted on Exhibit “B” attached hereto and by this reference incorporated herein (“Developer Property”).

B. City is the owner of certain real property located in the County of Riverside, California and legally described on Exhibit “C” and depicted on Exhibit “D” attached hereto and by this reference incorporated herein (“City Property”).

C. Developer is developing a TRACT 32074 on the Developer Property (“Project”) of approximately one hundred fifty five (155) units (“Units”). The Developer Property consists of approximately forty (40) acres.

D. The irrigation system (“Irrigation System”) is comprised of the Coachella Branch of the All-American Canal (“Coachella Canal”), Flood Protection Dikes & Channels (“Protective Works”) and irrigation distribution piping system (“Irrigation Distribution System”) which supply Colorado River water to irrigation customers. The United States Bureau of Reclamation (“USBR”) owns the Coachella Canal, Protective

Works, and Irrigation Distribution System. CVWD operates and maintains the Coachella Canal, Protective Works, and Irrigation Distribution System.

- E. Not Used.
- F. Not Used.
- G. Not Used.
- H. Not Used.

I. Portions of the Irrigation System are adversely impacted by the Project. Developer and City desire to abandon and relocate portions of the Irrigation System in accordance with the terms and conditions set forth herein. The term “relocate” shall mean the removal of the applicable portions of the Irrigation System and the construction of new portions of the same within new easements of fee owned land and public right-of-way. The construction of the new portions of the Irrigation System shall take place before the removal and abandonment of the applicable portions of the Irrigation System.

J. The USBR has pre-existing irrigation pipeline easement (USBR Easement) and pre-existing pipeline facilities located within the Developer and City Property as well as existing street right-of-way easement. The locations of the existing USBR Easement is described on Exhibit “E” and depicted on Exhibit “F”, attached hereto.

K. City and Developer acknowledges that the USBR acquired the USBR Easement prior to the City obtaining Calhoun Street and Avenue 50 and the Developer and City Property.

NOW THEREFORE, THE RECITALS SET FORTH ABOVE ARE PART OF THIS AGREEMENT BELOW AND ARE INCORPORATED HEREIN, AND THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Developer General Responsibilities. In accordance with the schedule and sequence requirements set forth herein, including, but not limited to, Appendix “A,” attached hereto and incorporated herein (“Schedule”), Developer shall fulfill all of the following obligations, at its sole expense, to CVWD’s sole satisfaction prior to construction of the Project.

(a) Developer will comply with CVWD’s rules, regulations, ordinances and procedures regarding the design, installation and construction of the facilities contemplated herein, as may be amended by CVWD and the CVWD board of directors (“Board”) from time to time, including but not limited to the Development Design Manual (collectively, “Rules”). The Rules are incorporated herein by this reference.

- (b) (i) Developer shall, at Developer's sole expense, be responsible for compliance with the laws of the State of California and the United States, including, but not limited to, applicable state and federal environmental laws, such as the Federal Clean Water Act ("CWA"), California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), California Public Resources Code section 21000 et seq., and the Federal Endangered Species Act and the California Endangered Species Act, (collectively "Environmental Laws") applicable to the design and construction of the Irrigation System. Developer shall be solely responsible for compliance with any conditions and mitigation measures required as a part of the compliance with the Environmental Laws. Developer shall ensure that a public agency of the State of California acceptable to CVWD acts as lead agency for the purposes of complying with CEQA, or CVWD may elect, but shall have no obligation, to act as lead agency for the purposes of this Agreement. As part of its obligation to comply with CEQA and applicable Environmental Laws, Developer shall prepare or cause to be prepared, at its sole cost, all instruments, documents, reports and other like or kind writings required to be prepared and/or filed by CEQA and applicable Environmental Laws.
- (ii) Developer shall, upon request by and at no cost to CVWD, provide CVWD with such information as Developer possesses or has available to it from any consultants, engineers, contractors or other persons engaged by or under the control of Developer relating to the environmental assessment for the Irrigation System and the improvements contemplated in this Agreement. Notwithstanding the preceding or anything to the contrary herein, nothing set forth herein shall be deemed to require CVWD to participate in any legal action related to the Irrigation System.
- (c) (i) Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the improvements. Developer hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.
- (ii) Developer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the construction of the improvements, including, without limitation, CVWD Ordinance No. 1234; Riverside County Ordinance 458; all applicable provisions of the local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Board, Colorado Region, Order No. R7-2013-0011 (NPDES Permit No. CAS617002) and State Water Resources Control

Board (“State Board”) Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ (“Construction General Permit”), and any amendment or renewal thereof.

(iii) Not Used.

(iv) Developer shall be required to comply with all aspects of the Construction General Permit, including any amendment or renewal thereof, for any project that involves construction on or disturbance of one acre or more of land or which are part of a larger common area of development or sale that disturbs one acre or more.

(v) Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Developer agrees to indemnify and hold harmless CVWD, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which CVWD, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the improvements, except for liability resulting from the sole established negligence, willful misconduct or active negligence of CVWD, its officials, officers, agents, employees or authorized volunteers.

(vi) CVWD reserves the right to defend any enforcement action or civil action brought against CVWD for Developer’s failure to comply with any applicable water quality law, regulation, or policy. Developer hereby agrees to be bound by, and to reimburse CVWD for the costs associated with, any settlement reached between CVWD and any relevant enforcement entity.

- (d) (i) Developer shall employ, at its sole expense, a qualified professional engineering firm (“Developer’s Engineer”) to plan, design and prepare detailed construction plans and specifications (“Plans”) for the improvements described herein in full and complete accordance with CVWD’s Rules, including but not limited to, the design criteria and standards, such as CVWD’s “Development Design Manual.” Developer’s Engineer shall complete the design and Plans and the same shall be submitted to CVWD as set forth below. All such planning and design work and the Plans performed and prepared by Developer’s Engineer shall be subject to review and written approval by CVWD prior to presentation thereof to contractors for bidding purposes. CVWD shall approve or disapprove the Plans in writing within a reasonable amount of time after submittal to CVWD. In the event CVWD disapproves the Plans, Developer shall modify the Plans in accordance with the reasons given for disapproval and shall resubmit the revised Plans to CVWD for approval or disapproval. The foregoing procedure shall be continued until the Plans have been approved by CVWD. Developer hereby acknowledges and understands

that CVWD may approve or disapprove Developer's planning and design work and Plans, in CVWD's sole and absolute discretion. Developer represents that the Plans will conform to all applicable federal, state and local governmental rules, ordinances and regulations, including but not limited to, the Rules and all applicable Environmental Laws. In submitting the Plans to CVWD for review, Developer represents that, to Developer's knowledge, after reasonable inquiry, that the Plans are complete, accurate, workable and are in compliance with all governmental requirements with respect thereto.

(ii) Not Used.

(iii) Developer and Developer's successors, assigns and successors-in-interest to the Developer Property shall be liable at its sole expense, for any surface improvements, including, but not limited to, entry gate(s), pilasters, call boxes, island medians/planters, landscape and associated irrigation systems, decorative concrete, alternative paving methods, seal coating, overlaying or other surface improvements ("Surface Improvements") both within and outside the immediate area of construction and/or easement for the Irrigation System which CVWD may be required to remove in the future to gain access to the Irrigation System. All Surface Improvements must adhere to CVWD's Development Design Manual and Landscape Ordinance, as amended from time to time. CVWD shall not be responsible for any Surface Improvements either within or outside the immediate area of construction and/or easement for the Irrigation System. If the Surface Improvements or the installation or use thereof cause damage to the Irrigation System, Developer and Developer's successors, assigns and successors-in-interest to the Developer Property shall reimburse any cost incurred by CVWD in repairing such damage. Such costs shall be paid by Developer and Developer's successors, assigns and successors-in-interest within ten (10) calendar days following receipt of an invoice from CVWD.

(e) Not Used.

(f) Not used.

(g) Not Used.

(h) Not Used.

(i) Not Used.

2. Developer's Responsibilities

Developer shall do the following at such time or times described herein or on Appendix "A" attached hereto and by this reference incorporated herein:

(a) Not Used.

- (b) Not Used.
- (i) Not Used.
 - (ii) Not Used.
 - (iii) Not Used.
 - (iv) Not Used.
 - (v) Not Used.
 - (vi) Not Used.
- (c) Developer shall do the following for the design and construction of certain facilities:
- (i) Not Used.
 - (ii) Not Used.
 - (iii) Subject to Section 5(b), design and construct, at Developer's sole expense, to CVWD specifications, the pipelines or facilities shown on Exhibit "G" attached hereto and by this reference incorporated herein in accordance with the Schedule on Appendix A. The pipelines shall be of the type and material as shall be acceptable to CVWD in CVWD's sole and absolute discretion. The provisions relating to the design, construction and installation of the improvements shall apply to the design and construction of the pipelines described herein.
 - (iv) Subject to Section 5(b), design and remove, at Developer's sole expense, to CVWD specifications, the abandonment of pipelines or facilities shown on Exhibit "G" and lying with the USBR Easement described and depicted on Exhibits "E" and "F", attached hereto in accordance with the Schedule on Appendix A. The design and abandonment of the irrigation facilities shall comply with CVWD and USBR requirements and procedures as provided in CVWD's Development Design Manual. USBR requirements include the federal abandonment submittal process, including a recorded quitclaim for each parcel where the USBR Easement will be abandoned ("USBR Requirements"). Upon completion of the replacement portions of the Irrigation System, Developer shall remove the applicable portions of the Irrigation System in accordance with the terms hereof.
 - (v) Prior to the conveyance or transfer of ownership of any parcels within the Developer or City Property described in Exhibit "E", Developer and City will complete the USBR Requirements as stated in Section 2(c)(iv).
 - (vi) Section 2(c)(iii) of this Agreement provides that Developer is required to install approximately 1,330 linear feet of 12-inch (12") C900 PVC and

1,360 linear feet of 24-inch (24") C905 PVC pipelines ("Pipeline") as more particularly described therein.

(vii) The proposed Lateral 118.7 and 118.7-2.5 Replacement Plans, Developer as shown on Developer Drawing Nos. 48353 and 48358 (Permanent Improvements) will not unreasonably interfere with CVWD or USBR's easement rights. However, in the event that CVWD operation or maintenance activities result in damage or removal of the Permanent Improvements, CVWD and USBR will not be responsible for their repair or replacement. In addition, no trees of any kind are allowed within or over the CVWD or USBR easements to protect the irrigation lateral from root damage. The construction of the Permanent Improvements must be done under direct CVWD inspection. Developer's contractor must schedule all work prior to commencing work activities described in **Exhibit "G"**. The Developer's contractor shall be responsible for notifying the CVWD Chief Zanjero Supervisor in writing at least 20 days prior to shutting down the existing pipeline(s). **Time is of the essence and the existing irrigation pipeline shall not be shut down for more than 3 days for all work.**

(viii) CVWD strongly recommends that the Developer obtain written approval of the fee title owner(s) of the real property on which CVWD and USBR's easements are located prior to constructing the Permanent Improvements.

(ix) The Developer shall be fully responsible to ascertain the location of all facilities constructed by others, and to construct the Permanent Improvements in a manner which will not damage, conflict or interfere with any existing facilities or CVWD's and USBR's use of the easement area for the purpose set forth in the easements. Developer shall be responsible for all costs for the protection and/or repair of the existing irrigation pipeline during construction and future maintenance activities within or near the CVWD and USBR easements.

(x) In the event any action is brought by any person(s) regarding CVWD's or USBR's easements for injury, death and/or damages to property in connection with construction of the Permanent Improvements and Developer's use of the easements, CVWD and USBR shall be defended, held harmless and indemnified by Developer. CVWD and USBR assume no responsibility for damages, claims or suits in connection with said Permanent Improvements. These requirements should not be construed as subordination of CVWD's and USBR's rights, title and interest in and to said easements or as a waiver of any of the provisions contained in said easements.

(d) Not Used.

(e) Not Used.

- (f) Not Used.
- (g) Not Used.
- (h) Not Used.
- (i) Not Used.

3. Developer Pre-Plan Check Requirements

(a) Prior to submitting the Plans to CVWD for initial plan check, Developer shall do the following:

- (i) Concurrently with the execution of this Agreement by Developer, Developer shall deliver to CVWD a current preliminary title report ("PTR") affecting the Developer Property dated within thirty (30) days of the delivery thereof to CVWD. CVWD will notify Developer of any title exceptions within the PTR which must be subordinated to the lien of this Agreement. Notwithstanding the foregoing, any monetary liens or liens of any covenants, conditions and restrictions must be subordinated to the lien of this Agreement. Developer shall have a period of thirty (30) days after the receipt of written notice to cause the subordination of the items listed in CVWD's notice, as well as any monetary liens or liens of any covenants, conditions and restrictions.
- (ii) Pay CVWD's plan check deposit and any amounts necessary to reimburse CVWD for costs incurred in connection with review of the Plans.
- (iii) Furnish to CVWD the applicable standard installation agreement, if any.
- (iv) Complete and deliver to CVWD the original Bill of Sale on a form supplied by CVWD.

(b) Prior to submitting Plans to CVWD for the second plan check, Developer shall do the following:

- (i) Developer, at its sole expense, shall furnish to CVWD recorded grant deeds and/or recorded easement document(s) and/or easements proposed to be dedicated on tract maps and/or public rights-of-way, if applicable, satisfactory to CVWD and USBR (with respect to the replacement portion of the Irrigation System) (in their sole and absolute discretion) as to content, form, location, and width and which assure CVWD's unequivocal right to own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the improvements. Developer shall ensure that all deeds of trust, mortgages and covenants, conditions and restrictions are reconveyed as to fee ownership and subordinated to

the easement(s) set forth herein. Developer shall also ensure that the grant deeds and easements comply with the requirements of CVWD's rules and regulations.

(ii) Not Used.

4. Developer Plan Approval/Release Requirements

Prior to the approval/release of the Plans by CVWD for the improvements, Developer shall furnish to CVWD the following:

- (a) The approved Plans in electronic CAD format; and
- (b) This signed, notarized Agreement.

5. Developer Pre-Construction Requirements

Following receipt of CVWD's approval of the design and Plans for the improvements and prior to the construction thereof, Developer shall do the following:

(a) Furnish to CVWD, prior to the pre-construction meeting set forth in subsection (c) below, a Performance Guarantee Cash Deposit in the amount of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the amount of the construction costs of the domestic water facilities, whichever is greater, of immediately available funds as security for the purpose of guaranteeing the completion of construction of the domestic water facilities. The term "immediately available funds" shall mean cash, wire transfer or a cashier's check drawn on good and sufficient funds on a federally insured bank and made payable to the order of CVWD. CVWD shall not be required to keep the funds separate from its general funds. In the event CVWD invests the deposit, CVWD shall pay the minimum interest rate set forth in California Government Code Section 53079(b), less one (1) full percentage point. CVWD shall have the absolute right five (5) days after the mailing of a written notification to Developer, by certified mail at Developer's address herein to draw all or a portion of the funds represented by the security as may be necessary to complete construction, including administrative and all other project costs or to secure compliance with this Agreement, including the construction of the domestic water facilities; each Performance Guarantee Cash Deposit shall be issued or delivered on a case-by-case basis, for each contract based on the construction required as outlined herein.

The deposit, less draws, if any, will be returned to Developer on a case-by-case basis, upon CVWD declaring that the irrigation facilities are final and complete (including, but not limited to, the paving of road/street/right-of-way above such facilities) in CVWD's sole and absolute discretion. Developer hereby understands, acknowledges and agrees that the determination that the irrigation facilities are complete and final may come after CVWD has accepted such facilities.

- (b) (i) Employ, with written concurrence of CVWD, a qualified contractor or contractors (collectively, "Developer's Contractor") properly licensed by the State of California to construct and complete the improvements.

- (ii) Not Used.
- (iii) Not Used.
- (iv) Not Used.
- (v) Not Used.
- (vi) Not Used.
- (vii) Not Used.
- (A) Not Used.
- (B) Not Used.
- (C) Not Used.

(c) Arrange, or cause the Developer’s Contractor to arrange, a pre-construction meeting with CVWD. At such meeting there shall be at least one (1) representative of Developer, Developer’s Contractor and CVWD. At such meeting, Developer shall be required to pay to CVWD an Inspection Services Deposit for inspection as shall be required by CVWD. CVWD shall deduct from said Inspection Services Deposit all reasonable cost and expense of CVWD, including, but not limited to, CVWD's agents, employees, consultants or independent contractors. CVWD shall handle such deposit consistent with CVWD's rules, regulations and procedures with respect to such deposits. The Inspection Services Deposit is the minimum required amount and may be modified, in CVWD's sole discretion, based on the project size, complexity, or impacts to CVWD. CVWD may elect to use consultants to perform the inspection services for specific projects based on either technical needs and/or staff availability. The Inspection Services Deposit is refundable only to the extent the deposit exceeds expenses incurred by CVWD.

(d) Obtain and maintain in full force and effect during the term of this Agreement, the insurance coverages listed on Exhibit “H” attached hereto and by this reference incorporated herein.

6. Developer Construction Requirements

Following satisfaction of the requirements set forth in Section 5, Developer shall construct the improvements in accordance with the following requirements:

(a) Developer shall, at its sole expense, apply for and obtain all necessary consents, approvals, permits, authority, licenses or entitlements as shall be required for the construction and installation of each facility or improvement from all appropriate governmental authorities.

(b) Once construction and/or installation of an improvement has commenced, Developer and Developer’s Contractor shall diligently prosecute the same to completion

at no cost or expense to CVWD in conformance with the laws, rules and regulations of all governmental bodies and agencies, including those of CVWD.

(c) Developer and Developer's Contractor shall perform, or cause to be performed, all construction and installation of the improvements in good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken and in compliance with the construction standards set forth herein. Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, construction and installation of the improvements.

(d) Developer shall name CVWD as an express third party beneficiary in its construction contract with Developer's Contractor.

(e) Developer shall ensure that CVWD is a named additional insured in the insurance policies provided by Developer's Contractor pursuant to the Developer's construction contract.

(f) Developer shall include CVWD and the CVWD Indemnitees as defined herein, as indemnitees in the indemnification clause in the construction contract between Developer and Developer's Contractor.

(g) Developer shall cause the Developer's Contractor to comply with the applicable Occupational Safety and Health Act ("OSHA") standards and requirements, including, but not limited to, OSHA safety standards and submitting construction and shoring plans.

(h) CVWD shall be under no obligation to protect any improvement to be constructed by or on behalf of Developer, or any material, tool, equipment and facilities until written acceptance thereof by CVWD. Prior to the acceptance, Developer shall bear all risk of loss or damage thereto by whatever cause inflicted. Developer shall bear the sole cost and responsibility to rebuild, repair, restore and replace or cause to be rebuilt, repaired, restored or replaced, and make good all injuries or damages to any portion of the improvements before completion and acceptance by CVWD and Developer shall bear the expense thereof.

(i) Developer shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Developer for the improvements and shall keep the improvements free and clear of any liens related to such charges. Developer shall indemnify CVWD for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the improvements in connection with such charges; provided, however, that Developer shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the improvements or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the improvements.

(j) Each improvement shall be installed in strict compliance with the Plans. Any deviations from the approved Plans must have CVWD's prior written approval.

(k) Developer is required by this Agreement to install and construct certain improvements which will be dedicated to CVWD upon completion thereof in accordance with the terms of this Agreement. Notwithstanding the foregoing, if Developer does not believe that it is required to perform such work in the same manner and subject to the same requirements as would be applicable to CVWD had it undertaken construction, including, without limitation, the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contract Code, then Developer undertakes such construction at Developer's risk. Should it be determined in the future by either the legislature or a court of competent jurisdiction that Developer was required to comply with some or all of the requirements as would be applicable to CVWD had it undertaken such construction, Developer shall indemnify, defend and hold harmless CVWD Indemnitees (as defined in Exhibit "I") from all Costs (as defined in Exhibit "I") to which they may be subjected or put, by reason of or resulting from failure to comply with public works requirements, including, but not limited to, the failure to pay prevailing wages or such other requirements as would be applicable to CVWD had it undertaken such construction.

(l) Developer hereby irrevocably appoints CVWD to inspect the furnishing and installation of the improvements. Developer shall provide CVWD representatives with reasonable access for inspection purposes. It is understood and agreed that CVWD's inspection personnel shall have the authority to enforce the Plans, which authority shall include requiring that all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Developer's Contractor. Nothing herein shall be construed to grant CVWD direct control over Developer's Contractor or anyone but Developer or its designee. CVWD's inspection does not include inspection for compliance with safety requirements by Developer's Contractor. Any inspection completed by CVWD shall be for the sole use and benefit of CVWD, and neither Developer nor any third party shall be entitled to rely thereon for any purpose. CVWD does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the improvements. CVWD's inspection services shall not include the calculation of installed footage of pipeline.

(m) Developer shall cause the Developer's Contractor to comply with the following:

(i) Construction shall not conflict with the normal operation and maintenance of CVWD/USBR facilities.

(ii) CVWD shall access to CVWD/USBR facilities.

(iii) All excavations, embankments, haul roads, permanent access roads, plant site, waste disposal areas, borrow areas, and all other work areas free from dust.

7. Developer Project Completion and Acceptance

- (a) (i) Upon and completion and testing of an improvement and/or abandonment of the applicable portion of the Irrigation, the Developer's Engineer of Record shall provide signed and approved As-Built Drawings (electronic or hard copy) and Developer shall provide the actual construction cost of the improvements to CVWD. Upon completion and testing of an improvement and/or abandonment of the applicable portion of the Irrigation System, and after final paving, Developer shall give CVWD notice of the same. CVWD shall make a final inspection and provide written notice to Developer either (A) confirming that such improvement has been completed and/or abandoned in accordance with the requirements of this Agreement or (B) setting forth a punchlist of items that need to be completed or corrected. If CVWD provides such a punchlist, the above-referenced notice and inspection procedure shall be repeated upon completion of the punchlist items to CVWD's sole satisfaction. Nothing herein shall be considered a waiver of any warranty, guarantee or other right in favor of CVWD.
- (ii) Upon completion and acceptance of each applicable improvement and/or abandonment of the applicable portion of the Irrigation System, Developer shall prepare and execute a Certificate of Completion and Final Acceptance as to each applicable improvement and record said notice with the Office of Recorder of the County of Riverside, State of California.
- (iii) Upon receipt of the Certificate of Completion and final acceptance, the Bill of Sale provided herein shall convey title to the improvements at no cost and expense to CVWD. The improvements shall be transferred to CVWD free of all liens and encumbrances.
- (iv) Developer warrants and represents to CVWD that the improvements covered hereby shall be free from construction defects for twelve (12) months from the date of CVWD final acceptance. The Developer shall maintain in force the deposit required under Section 5(a) for the duration of the twelve (12) month guarantee.
- (v) CVWD shall repair, at Developer's cost and expense, all failures of any improvement which was furnished, installed and/or constructed due to faulty materials or installation during the twelve (12) month warranty period referred to in subsection (iv) above. Developer shall, within thirty (30) days after written demand therefor, pay or cause Developer's Contractor or surety to pay such cost shown on the invoice. Nothing in this subsection or subsection (iv) above shall limit or abrogate any other claims, demands or actions CVWD may have against Developer, Developer's Contractor or the bond sureties on account of damages sustained by reason of such defects, nor shall the provisions of this Section limit, abrogate or affect any warranties in favor of CVWD which are expressed or implied by law or set forth in any construction agreement.

(b) Developer's Engineer shall provide to CVWD all field engineering surveys associated with the construction of the improvements, at Developer's sole expense. Developer shall promptly furnish to CVWD all field notes and grade sheets, together with all location, offset, and attendant data and reports, resulting from Developer's field engineering survey and/or proposed facility design changes, all of which have been prepared in accordance with generally accepted engineering practices, and allow CVWD sufficient time to approve or make any required design changes resulting therefrom prior to construction. Any inspection or review pursuant to this subsection shall be for the sole use and benefit of CVWD, and neither Developer nor any third party shall be entitled to rely thereon for any purpose.

8. Project Close Out Requirements

Within thirty (30) days of providing CVWD with the Certificate of Completion and final acceptance, Developer shall provide CVWD with the following:

(a) Unconditional lien and material releases from all contractors and all subcontractors, materialmen, and suppliers.

(b) A declaration by Developer's Contractor that the Developer's Contractor and all persons and entities who furnished material in the construction of the improvements have been paid in full.

(c) All permits, plans and operating manuals related thereto, shall be delivered to and become the sole property of CVWD, subject to Developer's warranty work and other obligations required hereunder. On the acceptance of an improvement, Developer shall deliver to CVWD, at no cost to CVWD, all surveys and as-built drawings associated with the construction of the improvement.

9. CVWD Requirements

CVWD shall do the following for irrigation service to the Developer and City Property:

(a) Not Used.

(b) Not Used.

10. City Requirements

City shall do the following:

(a) The City agrees as an accommodation for the Project that the USBR Easement and the irrigation relocations confer prior and senior rights to the USBR and CVWD.

(b) The City agrees that CVWD and USBR have the right to use the USBR relocation for all purposes for which the USBR Easement were acquired without the need for any further permits or permissions from the City. CVWD shall give

reasonable notice to the City before performing any work within the traveled roadway or improved shoulder of Calhoun Street or Avenue 50 or if traffic will be obstructed. In all cases, CVWD shall perform its work in a manner that will afford security for life and property, and CVWD shall restore any affected street as near as may be to its former state or so as not to have impaired unnecessarily its usefulness.

(c) In the event of a future use of Calhoun Street or Avenue 50 that would necessitate a rearrangement, relocation, reconstruction, or removal of CVWD or USBR Easement and/or USBR relocation, City shall notify CVWD in writing of such necessity as soon as possible. The City agrees to reimburse CVWD on demand of any costs incurred in complying with such notice including any costs associated with easement acquisitions. City shall enter into a relocation agreement on the same terms and conditions as set forth herein. This Agreement shall not in any way alter, modify, or terminate any provisions of the USBR/CVWD Easement.

11. General Provisions

(a) Developer shall defend, indemnify, and hold harmless CVWD and its officers, directors, administrators, representatives, consultants, engineers, employees and agents and their respective successors and assigns (collectively, "CVWD Indemnitees"), in accordance with the provisions of Exhibit "I" attached hereto and by this reference incorporated herein.

(b) Prior to the acceptance of the improvements by CVWD, Developer shall furnish to CVWD any and all documents reasonably requested by CVWD.

(c) In the event that construction of the improvements to be constructed hereunder has not begun within twelve (12) months of the date of approval of the Plans, CVWD shall have the right to terminate this Agreement effective upon written notice to Developer. Following such termination, the Parties may enter into a new agreement which shall be subject to the fees, charges and Rules applicable at the time of the making of the new agreement.

(d) All notices under this Agreement shall be in writing and mailed (registered or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to Parties the addresses set forth below. All such notices shall, if hand delivered, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

CVWD:

Coachella Valley Water District
 Attention: J.M. Barrett, General Manager
 Post Office Box 1058
 Coachella, CA 92236

DEVELOPER:

D. R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle Suite 100
Corona, CA 92880

CITY:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(e) Time is of the essence of this Agreement and each and every term and provision thereof.

(f) This Agreement shall be construed as if prepared by all of the Parties hereto. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(g) No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

(h) If any of the provisions of this Agreement are held to be contrary to law by a court or governmental administrative agency of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions. The remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

(i) This Agreement may only be modified in a writing signed by both Parties.

(j) In the event of any litigation or other action between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

(k) The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

(l) Each Party hereto agrees to execute and deliver such documents and perform such other acts as may be necessary to effectuate the purposes of this Agreement.

(m) Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.

(n) Developer shall maintain and make available for inspection by CVWD during regular office hours, accurate records pertaining to the design, construction and installation of the improvements to be constructed by Developer.

(o) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(p) If any payment due CVWD hereunder is not paid when due, Developer shall pay to CVWD an additional ten percent (10%) for each payment due as an administrative processing charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that CVWD will incur by reason of late payment by Developer. Acceptance of any late charge shall not constitute a waiver of Developer's default with respect to the overdue amount or prevent CVWD from exercising any of the other rights and remedies available to CVWD. Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full.

(q) The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the Federal or State courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

(r) This Agreement is entered into within the State of California, and all questions concerning the validity, interpretation and performance of any of its terms or provisions or any of the rights or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of the State of California.

(s) The terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Developer and City Property in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code and shall pass to and be binding upon the successor owners of the Developer and City Property. This Agreement shall burden the City and Developer Property and is binding on the successors, assigns and all persons acquiring ownership of any interest in, or any portion of the Developer and City Property. This Agreement shall benefit the City and Developer Property and inure to the benefit of the owners of the City and Developer Property. As such, all successor owners of the City and Developer Property will have any of the rights, responsibilities and liabilities of City and Developer, as if such person or entity originally executed this Agreement in place and stead of City and Developer. Each and every contract, deed or other instrument hereafter executed covering or conveying the City and Developer Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such terms and conditions regardless of whether such terms and conditions are set forth in

such contract, deed or other instrument. No transfer of the City or Developer Property shall relieve Developer and City of any responsibility or liability under this Agreement.

(t) Not Used.

(u) This Agreement, together with the exhibits attached hereto and other writings referenced herein, such as, but not limited to the Rules, contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements between the Parties, oral or written, and any and all amendments thereto. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have caused this Standard Irrigation System Installation Agreement to be executed as of the day and year first set forth above.

Dated: _____

DEVELOPER:

**DR HORTON LOS ANGELES HOLDING
COMPANY, INC., A CALIFORNIA
CORPORATION**

By: _____
(Name)

(Title)

Dated: _____

CITY:

**THE CITY OF COACHELLA, A CALIFORNIA
PUBLIC CORPORATION, ALSO KNOWN
AS CITY OF COACHELLA, A CALIFORNIA
MUNICIPAL CORPORATION**

By: _____
(Name)

(Title) City Manager

Dated: _____

CVWD:

**COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California**

By: _____
J. M. Barrett
General Manager

ATTEST:

Sylvia Bermudez
Clerk of the Board

EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION DEVELOPER PROPERTY
EXHIBIT "B"	DEPICTION DEVELOPER PROPERTY
EXHIBIT "C"	LEGAL DESCRIPTION CITY PROPERTY
EXHIBIT "D"	DEPICTION CITY PROPERTY
EXHIBIT "E"	LEGAL DESCRIPTION USBR EASEMENT
EXHIBIT "F"	DEPICTION USBR EASEMENT
EXHIBIT "G"	DESCRIPTION/DEPICTION OF FACILITIES AND DESCRIPTION OF ABANDONED FACILITIES
EXHIBIT "H"	INSURANCE
EXHIBIT "I"	INDEMNITY
APPENDIX A	SCHEDULE

EXHIBIT "A"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
LEGAL DESCRIPTION DEVELOPER PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION
IRRIGATION EASEMENT AGREEMENT

EASEMENT FOR IRRIGATION PIPELINE OVER PORTIONS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6, SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COACHELLA, STATE OF CALIFORNIA.

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION AS TO LOTS 36 THROUGH 48 OF PARCEL 2, INCLUSIVE, OF TRACT MAP NO. 32074, AS MAP RECORDED IN BOOK 394, PAGES 28 THROUGH 31, AND AS TO LOTS 1 THROUGH 19 OF PARCEL 3, INCLUSIVE, OF TRACT MAP 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 2 (LOTS 36 THROUGH 48)

CONTAINING 89,422 SQUARE FEET OR 2.05 ACRES MORE OR LESS. AS DEPICTED ON EXHIBIT "B" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 3 (LOTS 1 THROUGH 19)

CONTAINING 125,112 SQUARE FEET OR 2.87 ACRES MORE OR LESS. AS DEPICTED ON EXHIBIT "B" (SHEET 3) ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

BY: _____
DENNIS C. FARNSWORTH RCE 31653



DATED: _____

EXHIBIT "B"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
DEPICTION DEVELOPER PROPERTY

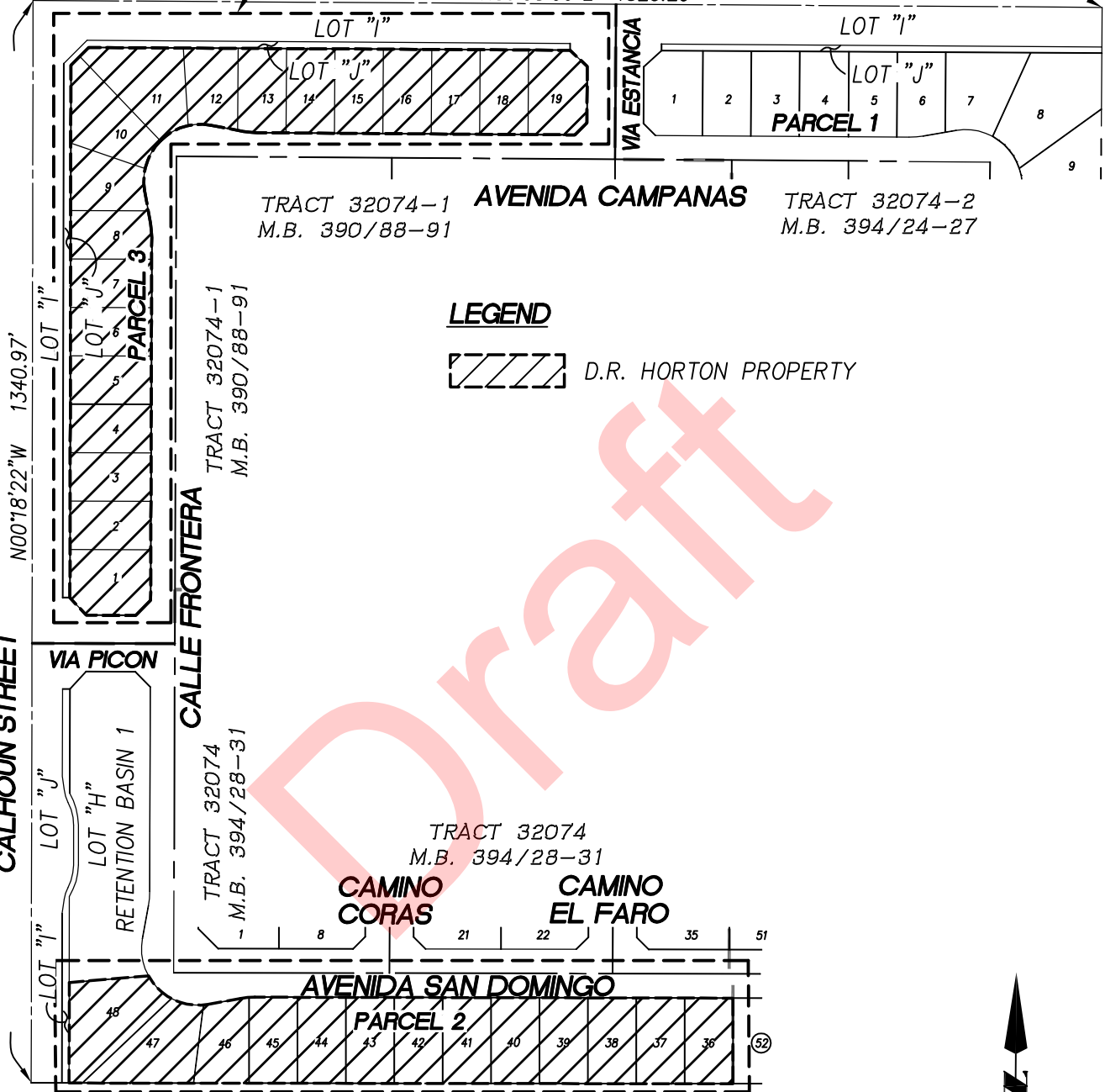
EXHIBIT "B"

ADJACENT TRACT 30728

SHEET 3

AVENUE 50

N89°58'00"E 1325.29'



LEGEND

D.R. HORTON PROPERTY

ADJACENT TRACT 30871

N00°18'22"W 1340.97'

CALHOUN STREET

VIA PICON

LOT "J"

LOT "H"

RETENTION BASIN 1

CALLE FRONTERA

TRACT 32074
M.B. 394/28-31

TRACT 32074-1
M.B. 390/88-91

TRACT 32074
M.B. 394/28-31

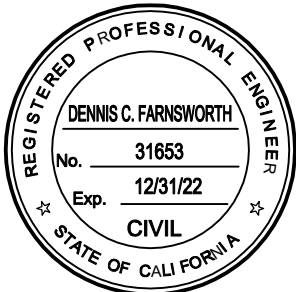
CAMINO CORAS

CAMINO EL FARO

AVENIDA SAN DOMINGO

PARCEL 2

SHEET 2



SCALE 1"=200'

DATED: _____


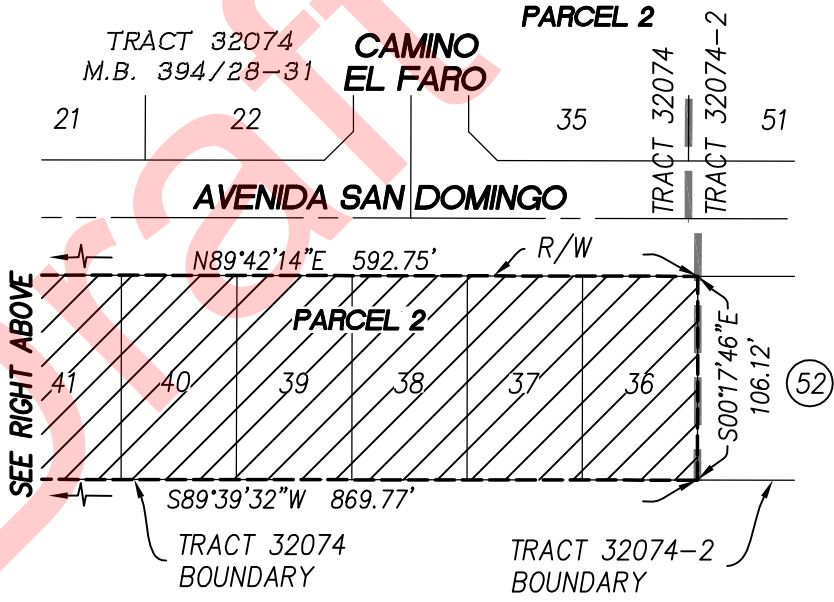
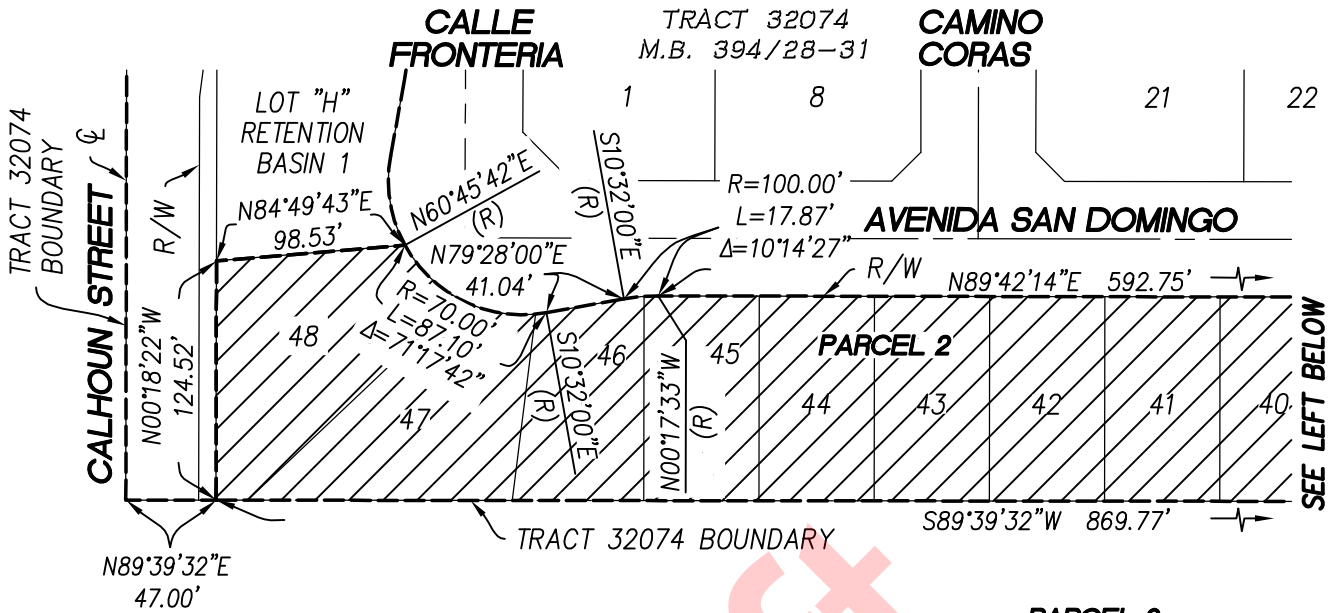
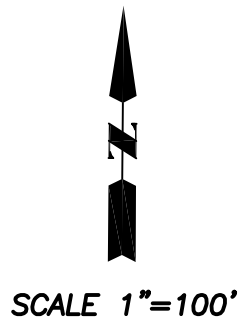
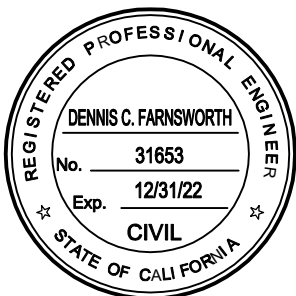
		231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393		
DENNIS C FARNSWORTH R.C.E. 31653 DATE _____				
DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
/	1"=200'	1 OF 3	XXXX-XXXX	

EXHIBIT "B"



LEGEND

 D.R. HORTON PROPERTY



DATED: _____


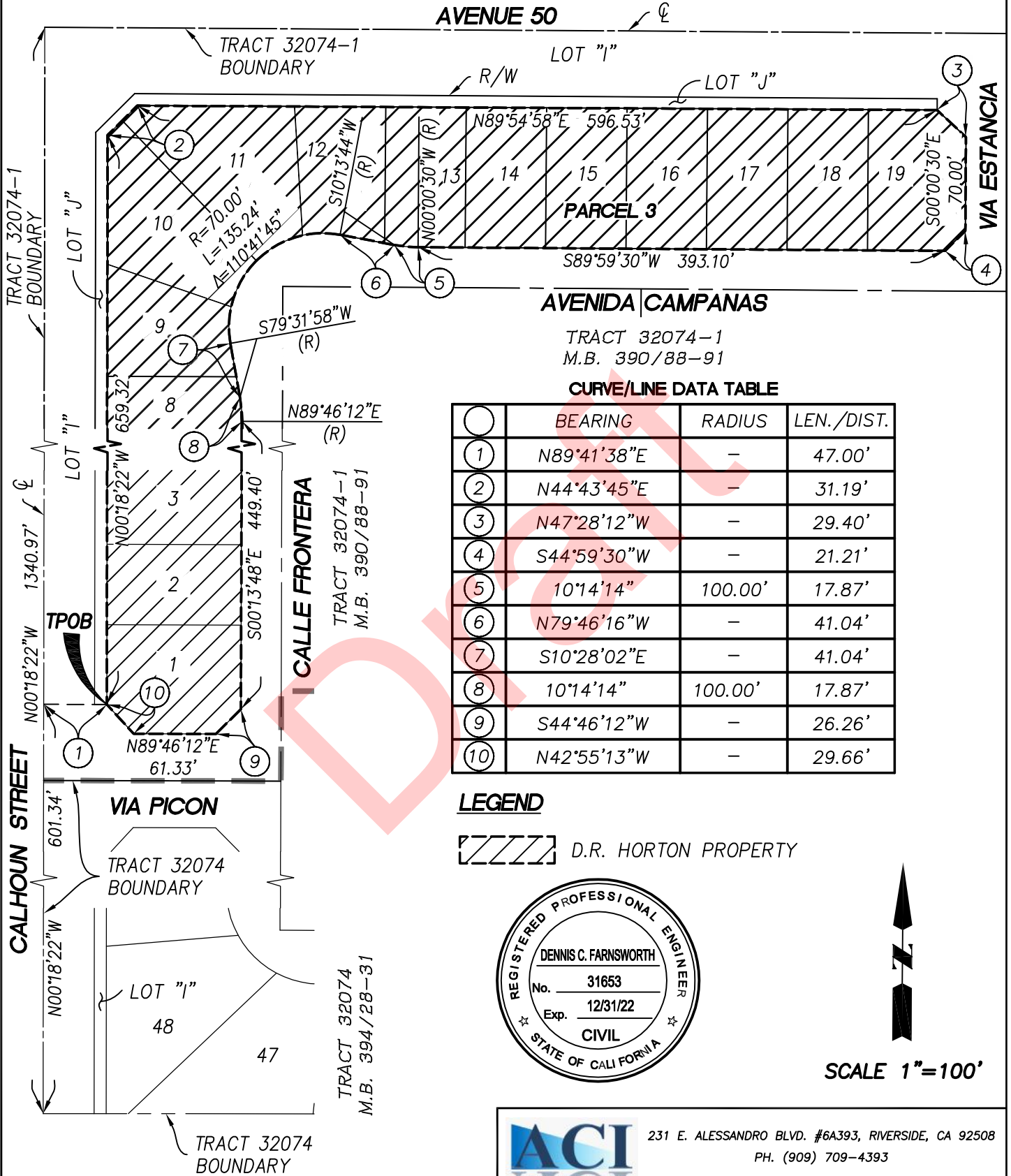
 231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393				
DENNIS C FARNSWORTH R.C.E. 31653 DATE				
DATE: / /	SCALE: 1"=100'	SHEET: 2 OF 3	JOB NO. XXXX-XXXX	EXHIBIT "B"

EXHIBIT "B"



AVENIDA CAMPANAS

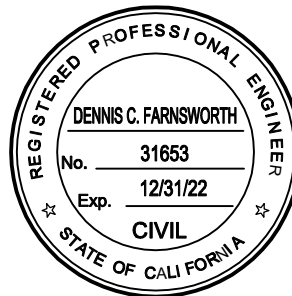
TRACT 32074-1
M.B. 390/88-91

CURVE/LINE DATA TABLE

NO.	BEARING	RADIUS	LEN./DIST.
1	N89°41'38"E	-	47.00'
2	N44°43'45"E	-	31.19'
3	N47°28'12"W	-	29.40'
4	S44°59'30"W	-	21.21'
5	10°14'14"	100.00'	17.87'
6	N79°46'16"W	-	41.04'
7	S10°28'02"E	-	41.04'
8	10°14'14"	100.00'	17.87'
9	S44°46'12"W	-	26.26'
10	N42°55'13"W	-	29.66'

LEGEND

D.R. HORTON PROPERTY



SCALE 1"=100'

ACI 231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
AGUILAR CONSULTING INC. PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
/ /	1"=100'	3 OF 3	XXXX-XXXX	

DATED: _____

EXHIBIT "C"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

LEGAL DESCRIPTION CITY PROPERTY

EXHIBIT "C"
LEGAL DESCRIPTION
IRRIGATION EASEMENT AGREEMENT

EASEMENT FOR IRRIGATION PIPELINE OVER PORTIONS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6, SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COACHELLA, STATE OF CALIFORNIA.

CITY OF COACHELLA AS TO LETTERED LOTS I AND J OF PARCEL 1, INCLUSIVE, OF TRACT MAP NO. 32074-2 AS PER MAP RECORDED IN BOOK 394, PAGES 24 THROUGH 27, AS TO LETTERED LOTS H, I AND J OF PARCEL 2, INCLUSIVE, OF TRACT MAP NO. 32074, AS MAP RECORDED IN BOOK 394, PAGES 28 TO 31, AND AS TO LETTERED LOTS I AND J OF PARCEL 3, INCLUSIVE, OF TRACT MAP 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 1 (LETTERED LOTS I AND J)

CONTAINING 33,938 SQUARE FEET OR 0.78 ACRE MORE OR LESS. AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 2 (LETTERED LOTS H, I AND J)

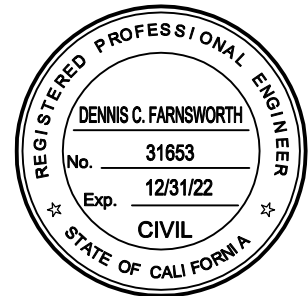
CONTAINING 62,046 SQUARE FEET OR 1.42 ACRES MORE OR LESS. AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 3 (LETTERED LOTS I AND J)

CONTAINING 75,628 SQUARE FEET OR 1.74 ACRES MORE OR LESS. AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

BY: _____
DENNIS C. FARNSWORTH RCE 31653



DATED: _____

EXHIBIT "D"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

DEPICTION CITY PROPERTY

Doc. No.: _____

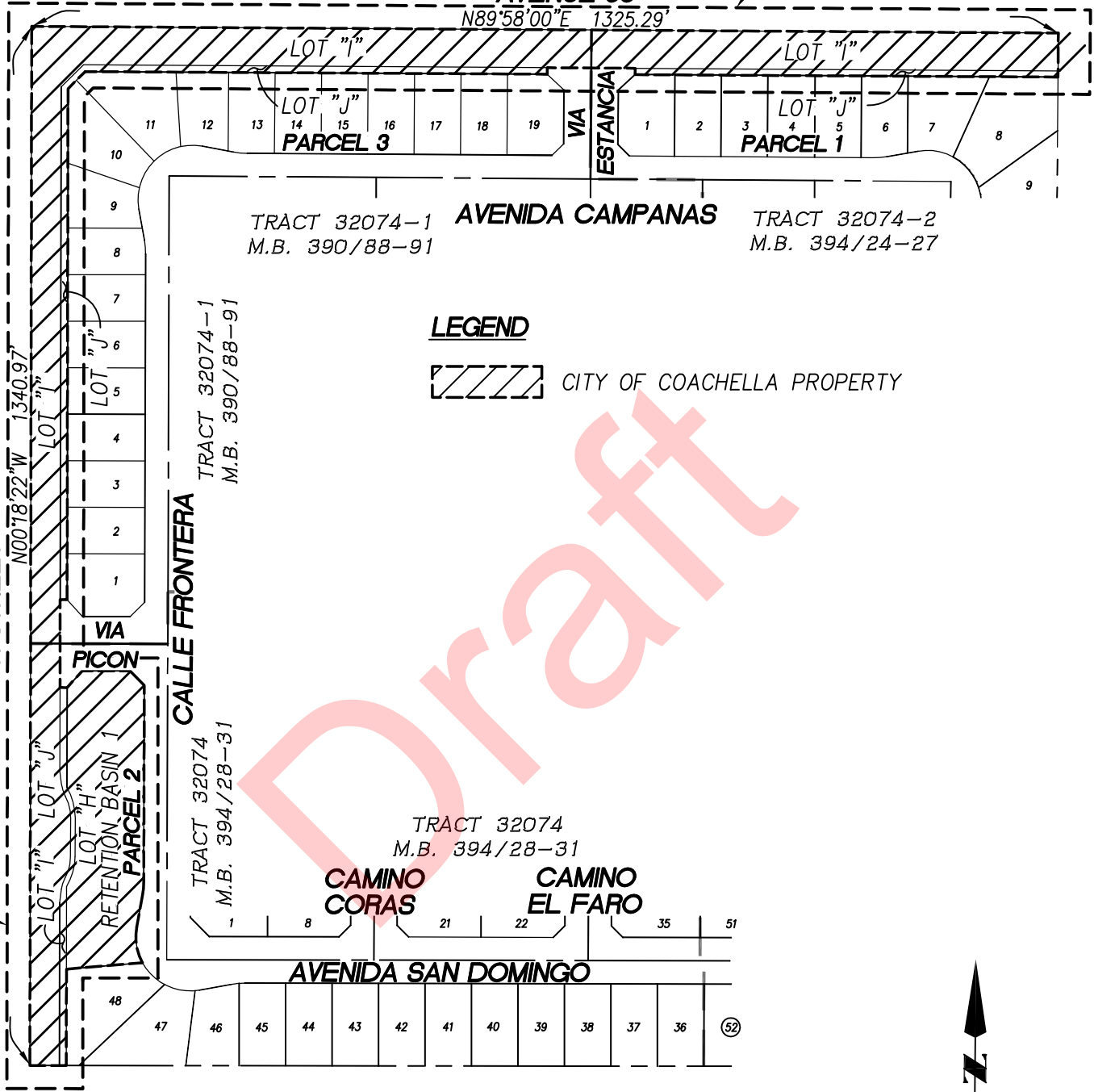
EXHIBIT "D"

ADJACENT TRACT 30728

AVENUE 50

SHEET 2

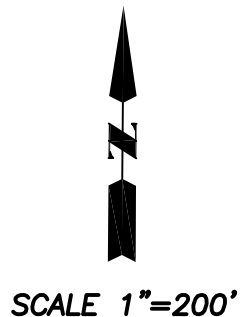
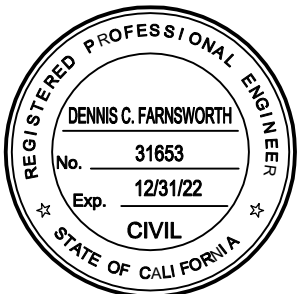
N89°58'00"E 1325.29'




LEGEND

 CITY OF COACHELLA PROPERTY

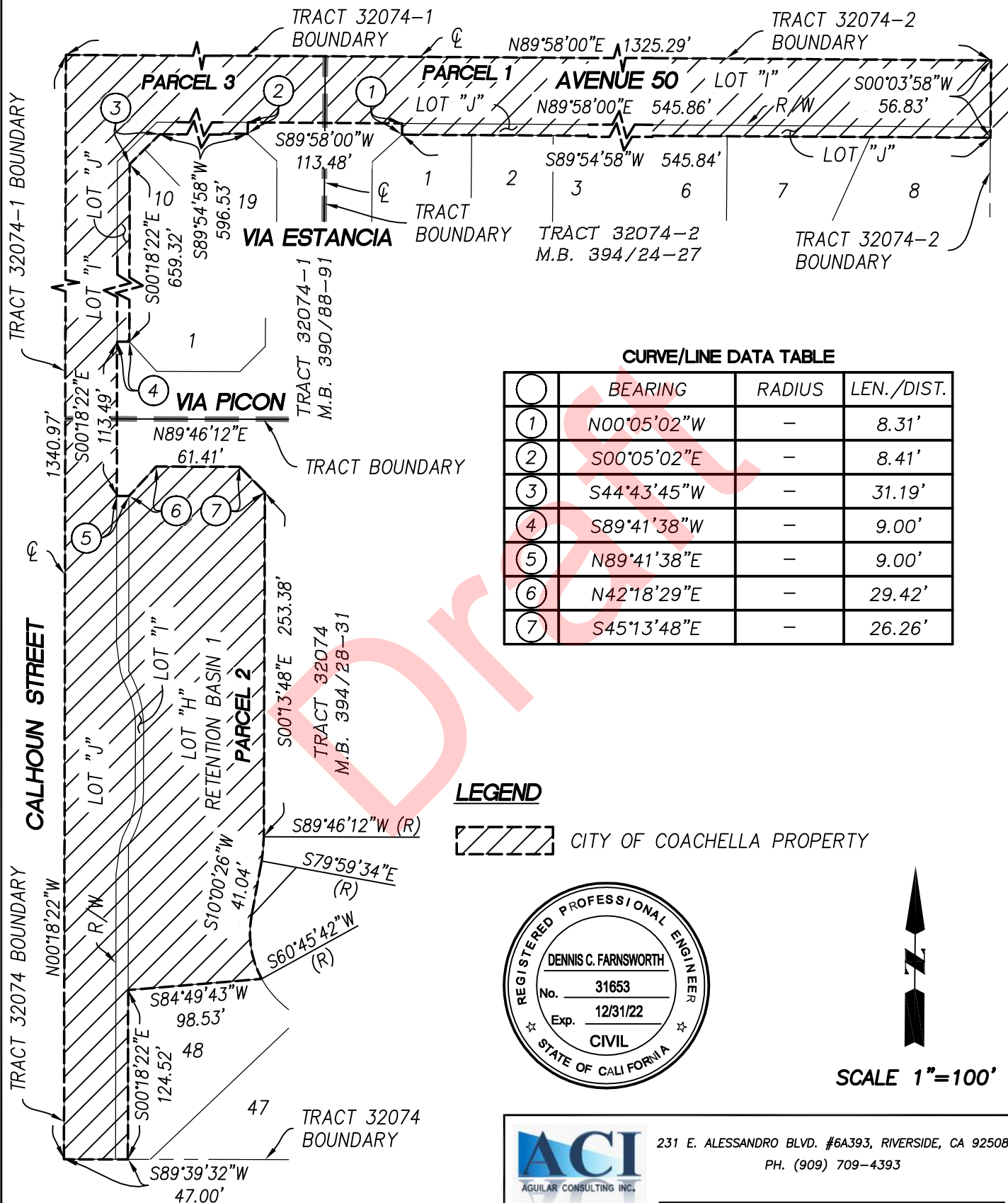
ADJACENT TRACT 30871
SHEET 2 CALHOUN STREET



		231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393		
DENNIS C FARNSWORTH R.C.E. 31653 DATE				
DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "D"
/	1"=200'	1 OF 2	XXXX-XXXX	

DATED: _____

EXHIBIT "D"

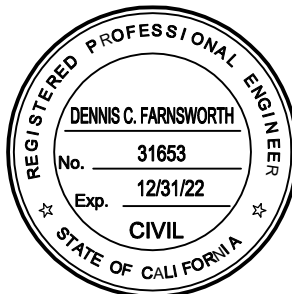


CURVE/LINE DATA TABLE

	BEARING	RADIUS	LEN./DIST.
①	N00°05'02"W	—	8.31'
②	S00°05'02"E	—	8.41'
③	S44°43'45"W	—	31.19'
④	S89°41'38"W	—	9.00'
⑤	N89°41'38"E	—	9.00'
⑥	N42°18'29"E	—	29.42'
⑦	S45°13'48"E	—	26.26'

LEGEND

CITY OF COACHELLA PROPERTY



SCALE 1"=100'

231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE: 1"=100'	SHEET: 2 OF 2	JOB NO. XXXX-XXXX	EXHIBIT "D"
-------	-------------------	------------------	----------------------	-------------

DATED: _____

EXHIBIT "E"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

LEGAL DESCRIPTION USBR EASEMENT

Doc. No.: _____

EXHIBIT "F"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
DEPICTION USBR EASEMENT

Doc. No.: _____

EXHIBIT "G"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
DESCRIPTION/DEPICTION OF FACILITIES AND
DESCRIPTION OF ABANDONED FACILITIES

- Irrigation Lateral 118.7: Relocate approximately one thousand three hundred fifty seven (1357') linear feet of the existing 24-inch (24") concrete irrigation pipeline with one thousand three hundred sixty (1,360') linear feet of 24-inch (24") C 905 PVC pipeline.
- Irrigation Lateral 118.7-2.5: Relocate approximately one thousand three hundred eleven (1311') linear feet of the existing 12-inch (12") concrete irrigation pipeline with one thousand three hundred thirty (1,330') linear feet of 12-inch (12") C 900 PVC pipeline.
- Abandon those existing portions of Irrigation Laterals 118.7 and 118.7-2.5 that lie within the existing USBR Easement per CVWD approved plans under direct CVWD Inspection.

Doc. No.: _____

EXHIBIT "H"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
INSURANCE

EXHIBIT "H" INSURANCE REQUIREMENTS

1. **MINIMUM SCOPE AND LIMIT OF COVERAGE.** Prior to and at all times after executing the Agreement, Developer shall procure and maintain, at its sole cost, for the duration of Developer's obligations hereunder, not less than the following coverage and limits of insurance with insurers and under policy forms satisfactory to CVWD.

(a) **Commercial General Liability Insurance** written on an occurrence basis of at least \$2,000,000 per occurrence/\$4,000,000 aggregate providing coverage for ongoing and products and completed operations, property damage, bodily injury, personal and advertising injury, property damage, and premises/operations liability.

(i) Coverage for Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage form (Occurrence Form CG 00 01) or exact equivalent.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(iii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO endorsement forms CG 20 10 07 04 and 20 37 07 04, or endorsements providing the exact same coverage.

(b) **Commercial Automobile Liability Insurance** written on a per occurrence basis of at least \$1,000,000 per occurrence for bodily injury and property damage.

(i) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto)

(ii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds.

(c) **Workers' Compensation Insurance/Employers Liability** as required by the State of California with statutory limits or be legally self-insured pursuant to Labor Code section 3700 *et. seq.* along with Employer's Liability limits of no less than \$1,000,000 per occurrence for bodily injury or disease. The workers compensation insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against Coachella Valley Water District, its employees, directors, officers, and agents.

2. **OTHER INSURANCE PROVISIONS.** All of Developer's policies shall meet the following requirements and contain all specified provisions/endorsements noted hereunder.

(a) Insurers shall provide CVWD at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that insurers shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. In the event any insurer issuing coverage hereunder does not agree to provide notice of cancellation to CVWD, Developer shall assume such obligation and provide written notice of cancellation in accordance with the above. If any of the required coverage is cancelled or expires during the term of this Agreement, Developer shall deliver renewal certificate(s) including endorsements to CVWD at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Developer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by CVWD or any additional insureds shall not be called upon to contribute to any loss.

(c) All required insurance coverages shall contain a provision, or be endorsed, to waive subrogation in favor of the Coachella Valley Water District, its employees, directors, officers, and agents or shall specifically allow Developer to waive its right of recovery prior to a loss. Developer hereby waives its own right of recovery against Coachella Valley Water District, its employees, directors, officers, and agents.

(d) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Developer. In the alternative, CVWD may cancel this Agreement.

(e) CVWD may require Developer to provide complete copies of all insurance policies and endorsements in effect for the duration of the Agreement.

(f) Developer shall not allow any of its contractors, consultants, subcontractors or subconsultants to commence work under this Agreement until Developer has verified that contractors, subcontractors, consultants, or subconsultants have secured all insurance required herein, including waivers of subrogation and other endorsements. Policies of commercial general liability insurance provided by such contractors, consultants, subcontractors or subconsultants shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Developer, CVWD may approve different scopes or minimum limits of insurance for particular contractors, consultants, subcontractors or subconsultants.

(g) The general liability program and automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by CVWD, and provided that such deductibles shall not apply to CVWD as an additional insured.

(h) Claims made policies are not acceptable.

3. **VERIFICATION OF COVERAGE.** Prior to execution of the Agreement, Developer shall file with CVWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. All policies required shall be issued by acceptable insurance companies, as determined by CVWD. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

4. **LIABILITY NOT LIMITED.** Defense costs shall be payable in addition to the limits set forth herein. Requirements of specific coverage or limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Developer from liability in excess of such coverage, nor shall it limit Developer's indemnification obligations to CVWD and shall not preclude CVWD from taking such other actions available to CVWD under other provisions of the Agreement or law.

5. **AVAILABLE LIMITS.** Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

6. **RESERVATION OF RIGHTS.** CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT "1"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
INDEMNITY

EXHIBIT "I" INDEMNITY

Developer shall assume the defense of, indemnify and hold harmless CVWD and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, "CVWD Indemnitees") and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys' fees), claims, losses and expenses of every type and description (collectively, "Costs") to which they may be subjected or put, by reason of, or resulting from: (A) this Agreement, (B) the design, engineering and construction of the improvements, (C) the removal and abandonment of the applicable portions of the Irrigation System, (D) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act or neglect on the part of Developer or its Representatives (as defined below), (E) any death, injury, property damage, accident or casualty caused or claimed to be caused by Developer or its Representatives or including Developer or its Representatives or its or their property, (F) any breach by Developer of its obligations under this Agreement, and (G) any enforcement by CVWD of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of CVWD Indemnitees or any of them. CVWD shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Developer fails to do so, CVWD shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including fees and costs, to Developer and to recover the same from Developer. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. No provision of this Agreement shall in any way limit the extent of the responsibility of Developer for payment of damages resulting from its operations or the operations of any of its Representatives. Developer further covenants and agrees to pay, or reimburse CVWD Indemnitees, or any of them for any and all Costs in connection with the investigating, defending against or otherwise in connection with Developer's obligations pursuant to this Agreement, except liability arising through the gross negligence or willful misconduct of CVWD Indemnitees, or any of them. CVWD shall have the right, at Developer's expense, to commence, to appear in, or to defend any action or proceeding arising out of or in connection with this Agreement, and in connection therewith, may pay all necessary expenses if Developer fails upon reasonable notice to so commence, appear in or defend any action or proceeding with counsel reasonably acceptable to CVWD. Developer shall be furnished with copies of bills relating to the foregoing upon request.

APPENDIX A
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
SCHEDULE

The proposed 24-inch (24") irrigation lateral 118.7 and 12-inch (12") irrigation lateral 118.7-2.5 improvements shall be constructed and placed into service prior to the construction of Project.

The abandonment of the existing Irrigation Lateral 118.7 and 118.7-2.5 shall be performed upon completion of the installation of the replacement laterals and upon approval from USBR to proceed via CVWD Inspection.

ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
(insert name and title of officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Authorize the Executive Director (City Manager) to sign the First Supplement to the Memorandum of Understanding regarding collaboration on the Coachella Valley Salt Nutrient Management Plan with a cost share amount of \$199,062.79

STAFF RECOMMENDATION:

Authorize the Executive Director (City Manager) to sign the First Supplement to the Memorandum of Understanding regarding collaboration on the Coachella Valley Salt Nutrient Management Plan with a cost share amount of \$199,062.79.

DISCUSSION/ANALYSIS:

The City of Coachella, through its Coachella Water Authority and Coachella Sanitary District is one of eight agencies participating in the development of the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP). In general, Salt and Nutrient Management Plans are mandated by the State of California's Recycled Water Policy, which encourages the use of recycled water. However, recycled water contains salts and nutrients which must be managed on a basin-wide basis to protect groundwater quality. The First Supplement to the Memorandum of Understanding is to formalize the collaborative effort amongst the agencies for the CV-SNMP development workplan and also outlines the cost share obligation for each agency; Coachella's cost share portion is \$199,062.79 (out of approximately \$2.68M) for this multi-year project which is slated for completion by June 2027.

On February 19, 2020, the Colorado River Basin Regional Board provided their findings and recommendations on the CV-SNMP submitted in June 2015. While the Regional Board communicated their finding that the 2015 CVSNMP did not fully satisfy the requirements of the Recycled Water Policy, rather than adopting a resolution definitively rejecting the CV-SNMP, they encouraged the water and wastewater agencies and other salt contributing stakeholders to restart the process of developing a CV-SNMP and provided recommendations for developing an acceptable CV-SNMP.

In response, the CV-SNMP Agencies met with Regional Board staff and agreed to prepare a CV-SNMP Development Workplan. The purpose of the CV-SNMP Development Workplan was to

define the scope of work to update the 2015 CV-SNMP to comply with the Recycled Water Policy and reasonably address the Regional Board's recommendations. The CV-SNMP Development Workplan was approved by the Regional Board on October 4, 2021. The current CV-SNMP Agencies collaborating on the implementation of the CV-SNMP Development Workplan are CVWD, City of Coachella, City of Palm Springs, Desert Water Agency (DWA), Indio Water Authority (IWA), Mission Springs Water District (MSWD), Myoma Dunes Mutual Water Company (MDMWC), and Valley Sanitary District (VSD).

CVWD is serving as the lead administrative agency for this project and initiated the Request for Proposal (RFP) process to solicit proposals, coordinated proposal review with the CV-SNMP agencies, scoring, and interviews. Consultant West Yost received the overall top rating by the CV-SNMP agencies. The professional services agreement to implement the CV-SNMP Development Workplan is for a five-year period, starting in June 2022 through June 2027.

CVWD will, in turn, invoice the participating agencies for their respective cost portion as defined in the First Supplement to the Memorandum of Understanding (Attached to this item).

FISCAL IMPACT:

FY	Total Project Cost	City of Coachella Cost-Share
2021-2022	\$49,705.78	\$3,686.34
2022-2023	\$596,469.33	\$44,236.17
2023-2024	\$596,469.33	\$44,236.17
2024-2025	\$596,469.33	\$44,236.17
2025-2026	\$596,469.33	\$44,236.17
2026-2027	\$248,528.89	\$18,431.73

Funds for procurement of the consulting services to implement the CV-SNMP Development Workplan were included in the operating budgets of the Water and Sanitation Fund for FY 22/23. Therefore, there will be no adverse impact to the FY 22/23 budget. Funds for FY 23/24 through FY 26/27 will be requested through the annual budget process.

FIRST SUPPLEMENT TO
MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATION ON THE
COACHELLA VALLEY SALT AND NUTRIENT MANAGEMENT PLAN

This FIRST SUPPLEMENT is entered into among the Parties identified herein which are the Parties to that certain Memorandum Of Understanding Regarding Collaboration On The Coachella Valley Salt And Nutrient Management Plan (“MOU”) dated as of November 5, 2020. The purpose of the MOU is to collaborate on development of a Coachella Valley Salt and Nutrient Management Plan Development Workplan (“Development Workplan”) and a Groundwater Monitoring Program Workplan, and on subsequent work that may arise from the Development Workplan and Groundwater Monitoring Program Workplan. The purpose of this FIRST SUPPLEMENT is to provide for the implementation of the completed Development Workplan. Unless otherwise stated herein, all capitalized terms in this FIRST SUPPLEMENT shall have the same definition as said terms are defined in the MOU. The Parties to this FIRST SUPPLEMENT shall be collectively referred to herein as “Parties” and individually as “Party.”

PARTIES

1. City of Palm Springs, a charter city that owns its wastewater treatment plant and manages municipal wastewater within its service area.
2. Coachella Valley Water District (“CVWD”), a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code and the Coachella Valley Water District Merger Law, Water Code section 33100, et seq.
3. City of Coachella, a general-law City that provides water service through the Coachella Water Authority (“CWA”), a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella, and manages municipal wastewater in its service area through its subsidiary Coachella Sanitary District (“CSD”).
4. Desert Water Agency (“DWA”), an independent special district organized under the Desert Water Agency Law, codified at Sections 100-1, et seq., of the Appendix to the California Water Code.
5. Indio Water Authority (“IWA”), a joint powers authority formed as a component of the City of Indio and Housing Authority of the City of Indio.
6. Mission Springs Water District (“MSWD”), a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code.
7. Myoma Dunes Mutual Water Company (“MDMWC”), a mutual water utility system organized under California Corporations Code Sections 14300, regulated under the U.S. EPA Safe Drinking Water Act, and by California’s Water Code, Health and Safety Code.

- 8. Valley Sanitary District (“VSD”), a California special district, which operates under the authority of the Health and Safety Code, Sanitary District Act of 1923, Sections 6400 et seq.

RECITALS

WHEREAS, the Parties recognize the importance of basin-wide management of salts and nutrients in groundwater; and

WHEREAS, the Parties wish to supplement the MOU for the purpose of retaining consultants to assist in the implementation of the Development Workplan approved by the Colorado River Basin Regional Water Quality Control Board on October 4, 2021; and

WHEREAS, the Parties selected WEST YOST ASSOCIATES, INC. (“WEST YOST”) to assist with the implementation of the Workplan through a competitive process;

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

RETENTION OF CONSULTANT

- 1. WEST YOST submitted the scope of work and fee schedule included as Exhibit 1 to this FIRST SUPPLEMENT for the implementation of the Workplan, hereafter referred to as the “Project.”
- 2. The Parties agree to have CVWD retain WEST YOST on behalf of the Parties, and under the MOU, to complete the Project for an amount not to exceed \$2,684,112, inclusive of a 5% contingency. Said price shall not be exceeded without prior authorization of all Parties.
- 3. Each Party shall be provided the opportunity to attend all Project meetings.
- 4. Each Party shall be provided the opportunity to review and provide comments on all Project deliverables.

COST-SHARE

- 5. The Parties agree to share the cost to implement the Development Workplan in accordance with the cost-share schedule included below.

Cost-Share Schedule

Party	Amount	Percentage
City of Palm Springs	\$151,126.67	5.6%
City of Coachella	\$199,062.79	7.4%
CVWD	\$1,220,381.36	45.5%
DWA	\$490,339.90	18.3%
IWA	\$209,941.92	7.8%
MSWD	\$209,611.78	7.8%

MDMWC	\$79,852.57	3.0%
VSD	\$123,795.02	4.6%

6. It is the stated goal of the Parties to pursue grant funding opportunities to off-set the cost of the Project. Grant funding secured by the Parties, collaboratively or individually, for the Project will be applied to the cost-share amount of all Parties in accordance with the percentages in the cost-share schedule.
7. It is the stated goal of the Parties to expand participation in this collaboration to any and all interested local salt contributing stakeholders. Any funding provided for the Project by future collaborators shall result in an adjustment to the cost-share amount of all Parties in accordance with the percentages in the cost-share schedule.

INVOICING AND PAYMENT

8. CVWD shall enter into a contract with WEST YOST and pay submitted invoices per the terms of the contract.
9. CVWD shall invoice each Party for reimbursement of its cost-share percentage of paid invoices on a quarterly basis.
10. Each Party shall pay the invoice submitted by CVWD within 30 days of receipt of the invoice.

OTHER PROVISIONS

11. All terms of the MOU remain unchanged, except, as supplemented herein.
12. The term of this FIRST SUPPLEMENT shall be from the date on which all Parties sign this FIRST SUPPLEMENT ("Effective Date") to the date of completion of the Project.
13. Any Party terminating participation in the MOU, and by extension this FIRST SUPPLEMENT, shall be responsible for its share of the Project costs, as set forth in the MOU and this FIRST SUPPLEMENT, which are incurred on or before the effective date of said termination.
14. During the term of this FIRST SUPPLEMENT, the Parties shall ensure that Confidential Information shall not be disclosed to any person or entity. Each Party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own confidential information but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. Any and all requests for information related to the Project shall be shared with the other Parties so that they may identify Confidential Information. If any Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of one or more of the other Parties, it shall provide prompt notice to the other of such receipt. The Party receiving the subpoena shall thereafter be entitled to comply with such subpoena or legal process to that extent permitted by law. The Parties' obligations under this provision shall be binding and shall survive the expiration or termination of this FIRST SUPPLEMENT.

15. This FIRST 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.

IN WITNESS WHEREOF, the Parties have executed this FIRST SUPPLEMENT as of the date indicated below.

Justin Clifton
City of Palm Springs

Date

J. M. Barrett
Coachella Valley Water District

Date

Gabriel Martin
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date

Bryan H. Montgomery
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Michele Donze
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATION ON THE
COACHELLA VALLEY SALT AND NUTRIENT MANAGEMENT PLAN

This memorandum of understanding (MOU) is entered into among the Parties identified herein for the purpose of collaborating on the development of a workplan to update the Coachella Valley Salt and Nutrient Management Plan (CV-SNMP) and on subsequent work that may arise from the CV-SNMP Development Workplan and Groundwater Monitoring Program Workplan. The Parties to this MOU shall be collectively referred to herein as “Parties” and individually as “Party.”

Parties

1. City of Palm Springs, a charter city that owns its wastewater treatment plant and manages municipal wastewater within its service area.
2. Coachella Valley Water District (CVWD), a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code and the Coachella Valley Water District Merger Law, Water Code section 33100, et seq.
3. City of Coachella, a general-law City that provides water service through the Coachella Water Authority, a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella, and manages municipal wastewater in its service area through its subsidiary Coachella Sanitary District.
4. Desert Water Agency (DWA), an independent special district organized under the Desert Water Agency Law, codified at Sections 100-1, et seq., of the Appendix to the California Water Code.
5. Indio Water Authority, a joint powers authority formed as a component of the City of Indio and Housing Authority of the City of Indio.
6. Mission Springs Water District, a county water district organized under the California County Water District Law, codified at Sections 30000, et seq., of the California Water Code.
7. Myoma Dunes Mutual Water Company, a mutual water utility system organized under California Corporations Code Sections 14300, regulated under the U.S. EPA Safe Drinking Water Act, and by California’s Water Code, Health and Safety Code.
8. Valley Sanitary District, a California special district, which operates under the authority of the Health and Safety Code, Sanitary District Act of 1923, Sections 6400 et seq.

RECITALS

A. *The Policy for Water Quality Control for Recycled Water* (Recycled Water Policy) required local water and wastewater agencies, together with local salt contributing stakeholders to develop a Salt and Nutrient Management Plan (SNMP) for those basins identified as “priority basins,” to help address the potential for recycled water use to impact groundwater quality and to promote basin-wide management of salts and nutrients in groundwater.

B. The CV-SNMP was prepared and submitted to the Colorado River Basin Regional Water Quality Control Board (Regional Board) in June of 2015, but was not adopted by the Regional Board because certain components were considered to be insufficient.

C. On February 19, 2020, in accordance with the Recycled Water Policy as amended in 2018, the Regional Board, prior to adopting a determination on the CV-SNMP, provided specific findings regarding which components of the CV-SNMP were found to be insufficient and recommendations to develop an acceptable SNMP.

D. The Parties, which are composed of local water and wastewater agencies, have agreed that it is in their mutual interest to collaborate on the development of an updated CV-SNMP, and further agreed to collaboratively prepare a CV-SNMP Development Workplan and Groundwater Monitoring Program Workplan, as agreed to with the Regional Board and confirmed in their subsequent communication dated April 27, 2020.

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

1. Preparation of the CV-SNMP Development Workplan

The Parties will collaborate on the preparation of the CV-SNMP Development Workplan and Groundwater Monitoring Program Workplan.

- a. Consultant: The Parties selected Wildermuth Environmental, Inc. (WEI) to prepare the CV-SNMP Development Workplan and Groundwater Monitoring Program Workplan. CVWD has retained WEI on behalf of the Parties to complete this work.
- b. Cost-Share: The not-to-exceed cost for preparing the SNMP Development Workplan and Groundwater Monitoring Program Workplan is \$226,578.00. Each Party will be responsible for an equal share of the not-to-exceed cost for preparing these deliverables.
- c. Billing: WEI will submit monthly invoices to CVWD. CVWD will initially be responsible for payment of such invoices, but will, in turn, invoice each of the other Parties for their equal share of each invoice.

2. Implementation of Monitoring Workplan

The Parties will collaborate on the implementation of the Groundwater Monitoring Program Workplan.

- a. Monitoring: Each Party will be responsible for monitoring wells identified for inclusion in the monitoring network, in accordance with the Groundwater Monitoring Program Workplan, that are within their ownership or, if it is a customer-owned well, within their jurisdiction. Where jurisdictions overlap, the Parties with overlapping jurisdictions will designate the Party that will monitor individual customer-owned wells.
- b. Reporting: Each Party will be responsible for submitting monitoring data according to the schedule and format identified in the Groundwater Monitoring Program Workplan.

- c. **Monitoring Costs:** Each Party will be responsible for absorbing its own costs related to implementation of its individual monitoring responsibilities identified in the Groundwater Monitoring Program Workplan.

3. Preparation of the Updated CV-SNMP

The Parties will collaborate on the development of an updated CV-SNMP following completion of and in accordance with the recommendations in the SNMP Development Workplan. The means of procuring consulting services and need to share additional costs associated with the development of the updated CV-SNMP will be addressed in future amendments to this MOU.

4. Participation by Other Local Salt Contributing Stakeholders

It is the stated goal of the Parties to expand participation in this collaboration to any and all interested local salt contributing stakeholders. Addition of Parties and associated cost-share provisions will be addressed in future amendments to this MOU.

5. General Provisions Governing MOU

- a. **Term.** The term of this MOU shall be from the date the second Party signs this MOU (“Effective Date”). This MOU shall be effective as to any Parties that execute it, whether or not all named Parties execute it.
- b. **Modification.** This MOU may be amended in a writing signed by a duly authorized officer or representative of each of the Parties hereto.
- c. **Termination.** Any Party may terminate its participation in this MOU upon thirty (30) days prior written notice to the other Parties for any reason or no reason. Any Party terminating or otherwise ceasing its participation in this MOU shall be responsible for its share of the costs, as set forth herein, which are incurred on or before the effective date of said termination.
- d. **Dispute Resolution.** Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms. The Parties will attempt in good faith to resolve any dispute or disagreement arising out of or in relation to this MOU. If the dispute or disagreement cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other Parties, the dispute or disagreement will be resolved by a simple majority vote. Final decisions agreed upon by a majority of the Parties will become binding on all Parties.
- e. **Payment Default.** In the event a Party (Defaulting Party) fails or refuses to make any of its payments under this MOU, CVWD will provide a 30-day notice to cure to the Defaulting Party. If the Defaulting Party does not make the required payment before expiration of the 30-day notice period, the Defaulting Party shall be deemed to have terminated its participation in this MOU. The Defaulting Party shall remain responsible for its share of the costs, as set forth herein, which are incurred on or before the expiration of the 30-day notice period. After the Defaulting Party has been deemed to have terminated its participation in this MOU, each

remaining Party will be responsible for an equal share of the remaining not-to-exceed cost for preparing the deliverables.

- f. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

DF


David H. Ready
City of Palm Springs

11/19/20

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date

Trish Rhay
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

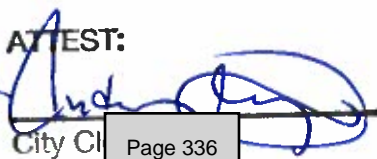
Date

APPROVED AS TO FORM

APPROVED BY CITY COUNCIL
A8625 10 11-12-20



CITY ATTORNEY

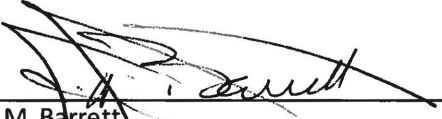
ATTEST:


City Cl

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date



J.M. Barrett
Coachella Valley Water District

11.09.2020
Date

William Pattison
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date

Trish Rhay
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

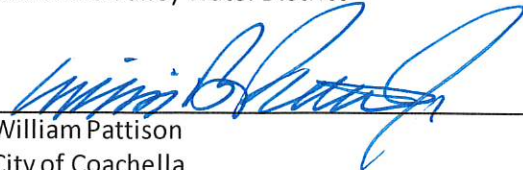
IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date


William Pattison
City of Coachella

12/3/20
Date

Mark S. Krause
Desert Water Agency

Date

Trish Rhay
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
City of Coachella

Date

Mark S. Krause

Mark S. Krause
Desert Water Agency

December 15, 2020
Date

Trish Rhay
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date



Trish Rhay
Indio Water Authority

11/18/20

Date

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
Coachella Water Authority

Date

Mark S. Krause
Desert Water Agency

Date

Trish Rhay
Indio Water Authority

Date



November 5, 2020

Arden Wallum
Mission Springs Water District

Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date

Beverli A. Marshall
Valley Sanitary District

Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
City of Coachella

Date

Mark S. Krause
Desert Water Agency

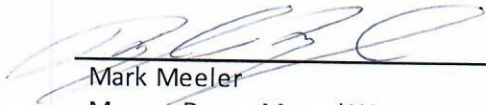
Date

Trish Rhay
Indio Water Authority

Date

Arden Wallum
Mission Springs Water District

Date



Mark Meeler
Myoma Dunes Mutual Water Company

11-5-2020
Date

Beverli A. Marshall
Valley Sanitary District

Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year indicated below.

David H. Ready
City of Palm Springs

Date

J.M. Barrett
Coachella Valley Water District

Date

William Pattison
City of Coachella

Date

Mark S. Krause
Desert Water Agency

Date

Trish Rhay
Indio Water Authority


Date

Arden Wallum
Mission Springs Water District


Date

Mark Meeler
Myoma Dunes Mutual Water Company

Date



Beverli A. Marshall
Valley Sanitary District



Date

REGISTER OF PROPOSALS

DATE: 2/25/2022

File: 72.07
0710.1017.14

SPECIFICATION TITLE: Implement Workplan to Develop The Coachella Valley Salt and Nutrient Management Plan

SPECIFICATION NUMBER: 2022-8

PROJECT MANAGER: Zoe Rodriguez

PROPOSERS/ADDRESSES	DATE RECEIVED	DATE OPENED	AMOUNT OF PROPOSAL
West Yost Associates 2020 Research Dr., #100 Davis, CA 95618	2/24/2022	2/25/2022	\$2,556,297*
Woodard & Curran 2175 North California Blvd., Ste. 315 Walnut Creek, CA 94596	2/25/2022	2/25/2022	\$2,307,256

*Note: This amount includes a reduction to remove a 10% contingency noted by the Consultant. This amount should not be considered in the comparison of cost proposals.

RFP COMMITTEE ATTENDEES: N/A (Electronic Submission on Planetbids)

INTERVIEW SCORING CONSOLIDATION

RFP NUMBER: 2022-8
RFP TITLE: Implement Workplan to Develop The Coachella Valley Salt and Nutrient Management Plan
DATE: 4/11/2022

EVALUATOR	PROPOSER	PROPOSER
NAMES	WEST YOST	WOODARD & CURRAN
EVALUATOR 1	81	72
EVALUATOR 2	82	78
EVALUATOR 3	84	81
EVALUATOR 4	82	82
EVALUATOR 5	82	79
EVALUATOR 6	84	73
EVALUATOR 7	83	79
EVALUATOR 8	0	0
TOTALS	578	544
INTERVIEW RANKING	1	2

Note: Evaluator 8 was unable to attend interviews.



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel D. Martin, City Manager

SUBJECT: Resolution No. 2022-85 A Resolution of the City Council of the City of Coachella, California, declaring the second Monday in October as Indigenous Peoples' Day Holiday; encouraging other institutions to recognize the day; and reaffirming the City Council's commitment to promote the well-being and growth of The Coachella Valley's Indigenous Community.

RECOMMENDATION (BY MAYOR PRO TEM GONZALEZ AND COUNCIL MEMBER BEAMAN JACINTO):

Review, discuss, and adopt Resolution No. 2022-85 declaring the second Monday in October as Indigenous Peoples' Day Holiday, encouraging other institutions to recognize the day, and reaffirming the City Council's commitment to promote the well-being and growth of The Coachella Valley's Indigenous Community.

EXECUTIVE SUMMARY:

The proposed Resolution would declare the second Monday in October as Indigenous Peoples' Day Holiday in the City of Coachella, encourage other institutions to do the same, and express the City Council's commitment to promote the well-being of The Coachella Valley's Indigenous community. Adoption of this Resolution recognizes the second Monday in October as a holiday for City departments and employees.

BACKGROUND:

Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas. On December 16, 2010, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") and the Declaration recognizes that "indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; In 2011, the Affiliated Tribes of Northwest Indians, representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to "Support to Change Columbus Day, (2nd Monday of October) to Indigenous Peoples' Day."

DISCUSSION/ANALYSIS:

While it is important to recognize the contributions that peoples from all over the world have made to the history of our community, it is equally important to understand and acknowledge that places like the Coachella Valley were originally home to many Indigenous people for thousands of years.

The Coachella City Council recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial and recognizes the fact that the Coachella Valley is built upon the homelands and villages of the Indigenous Peoples of this region, without whom the building of the City would not have been possible. The City Council values the many contributions made to the community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and cultural contribution that has substantially shaped the character of the City of Coachella.

The City Council has a responsibility to oppose the systematic racism towards Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises. The City Council promotes the closing of the equity gap for indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions.

The City Council affirms its willingness to organize and participate in an annual Indigenous Peoples' Day celebrations and activities. The City recognizes Indigenous Peoples' Day as a day to celebrate the history, culture, and governments of indigenous peoples of our state. The City Council encourages its partners and vendors to recognize Indigenous Peoples' Day on the second Monday in October. The City Council encourages all schools to teach about the history, culture, and governments of indigenous peoples of our state and give special focus to the history, culture, and governments of indigenous peoples on the second Monday of October.

The proposed Resolution would express the City Council's strong supports for the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of the region. The proposed Resolution would encourage other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day and express the City Council's firm commitment to continue its efforts to promote the well-being and growth of The Coachella Valley's Indigenous community. The proposed Resolution would declare the second Monday in October as Indigenous Peoples' Day Holiday in the City of Coachella. Adoption of this Resolution recognizes the second Monday in October as a holiday for City departments and employees.

ATTACHMENT:

1. Resolution No. 2022-85

RESOLUTION NO. 2022-85**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DECLARING THE SECOND MONDAY IN OCTOBER AS INDIGENOUS PEOPLES' DAY HOLIDAY IN THE CITY OF COACHELLA; ENCOURAGING OTHER INSTITUTIONS TO RECOGNIZE THE DAY; AND REAFFIRMING THE CITY COUNCIL'S COMMITMENT TO PROMOTE THE WELL-BEING AND GROWTH OF THE COACHELLA VALLEY'S INDIGENOUS COMMUNITY**

WHEREAS, long before Europeans settled in North America, the ancestors of Native Americans were the original, indigenous inhabitants, explorers, and settlers of the lands that have since become the United States; and

WHEREAS, it is impossible to fully understand the history of California without understanding the history of the indigenous people who have lived within the current boundaries of the state for thousands of years; and

WHEREAS, the State of California is home to more people of Native American heritage than any other state in the country; and

WHEREAS, there are currently 109 federally recognized Native American tribes in California and several additional tribes petitioning for federal recognition through the Bureau of Indian Affairs; and

WHEREAS, the Coachella City Council recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City Council recognizes the fact that the Coachella Valley is built upon the homelands and villages of the Indigenous Peoples of this region, without whom the building of the City would not have been possible; and

WHEREAS, the City Council values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and cultural contribution that has substantially shaped the character of the City of Coachella; and

WHEREAS, the City Council has a responsibility to oppose the systematic racism towards Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

WHEREAS, the City Council promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, the City seeks to promote events related to indigenous culture; and

WHEREAS, Indigenous Peoples’ Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the “Declaration”) on December 16, 2010 and the Declaration recognizes that “indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources”; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to “Support to Change Columbus Day, (2nd Monday of October) to Indigenous Peoples’ Day.”

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

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

SECTION 2. Declaring Indigenous Peoples’ Day, the Second Monday in October as a City Holiday. The City Council declares the second Monday in October as Indigenous Peoples’ Day and as a City holiday in the City of Coachella. Adoption of this Resolution recognizes the second Monday in October as a holiday for City departments and employees.

SECTION 3. The City Council strongly supports the proposition that Indigenous Peoples’ Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region. The City Council encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples’ Day. The City Council firmly commits to continue its efforts to promote the well-being and growth of The Coachella Valley’s Indigenous community. The City Council directs the City Manager to work with City Departments, Native American tribes and historians to correct omissions of Native American presence in public places, resources and cultural programming.

SECTION 4. The City Council affirms its willingness to organize and participate in an annual Indigenous Peoples’ Day celebrations and activities. The City recognizes Indigenous Peoples’ Day as a day to celebrate the history, culture, and governments of indigenous peoples of our state. The City Council encourages its partners and vendors to recognize Indigenous Peoples’ Day on the second Monday in October. The City Council encourages all schools to teach about the history, culture, and governments of indigenous peoples of our state and give special focus to the history, culture, and governments of indigenous peoples on the second Monday of October.

SECTION 5. CEQA. The City Council hereby finds and determines that this Resolution will not result in direct or indirect physical changes in the environment, and therefore

is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

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

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

PASSED, APPROVED and ADOPTED this 14th day of September 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. 2022-85 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the day of 14th September 2022 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution No. 2022-86 authorizing the purchase and implementation of a new enterprise resource planning system.

STAFF RECOMMENDATION:

Approve Resolution No. 2022-84 authorizing the purchase and implementation of a new enterprise resource planning system and appropriate a total project budget not to exceed \$1,380,000.

BACKGROUND:

The City currently utilizes Tyler Technologies, Inc. (Tyler)'s Eden product as a full ERP. The system was implemented in 2002 and is not fully capable of handling the City's increased system needs. The Current system is employed for financial reporting, business licenses, building permits, payroll, vendor and procurement tracking, utility billing and human resources (partial). In late 2021 the City was made aware that Tyler was planning on phasing out the Eden system due to obsolescence. In February of 2022 the City was notified that a sunset date of March 1, 2027 had been implemented.

Given that a full ERP system implementation is likely to exceed 2 years from initial planning to go-live, City staff began evaluating options in December of 2021 to determine a path forward. Based on a fiscal analysis and reviews of other available products, it was determined that the most equitable approach for the City would be to move from Tyler Eden to Tyler Munis, Tyler's current product. City staff sat through demos for the utility billing, financial, permitting and HR/payroll modules in December of 2022.

DISCUSSION/ANALYSIS:

Implementing a new ERP system will be a monumental undertaking for the City. The ERP system cost does not represent the full cost of implementation. The project budget below outlines areas where additional direct costs will be incurred. In addition to this, Council will see delays in other City activities as the implementation progresses. This new system will add significant new functionality in multiple areas as outlined below. All City departments and a significant number of City staff will be involved in setting up, implementing and learning the new system.

New system enhancements:

Some of the included new system enhancements in addition to a more modern and capable platform are listed below:

- Fully functional permitting system - The City currently inputs permit charges in the system, but workflow tracking is done outside of the system manually with paper files. The new system will allow residents to submit, track, edit and pay for permits all from an externally accessible user account interface.
- Fully functional business license, cannabis and TOT tax payment portal – The City currently asks businesses to fill out PDF or paper tax returns and submit them in person or via email. There is no error checking for correct inputs and the business is unable to track the status of their returns or payments. The new system will have fully integrated business user functionality allowing for input, tracking and payment of all City taxes and payments.
- Project and grant accounting – projects and grants are currently tracked through account coding and getting a real time project or grant balance is a manual process prone to errors. The new system will have a fully integrated project and grant accounting component.
- Paperless functionality – Currently departments retain varying levels of paper records. Digital records are stored in separate file systems outside of the current ERP system. This adds time for looking up the records. The new system will have full in-system document retention functionality. Scanned records will be accessible directly from all components of the system.

Procurement process:

Tyler is an industry leading municipal software provider with clients in the 2,000 municipality range. There are very few alternative providers in this space and the number one consideration identified by staff was a fully integrated ERP product. Many vendors in the municipal software space sub out to other software providers for specific modules. City staff evaluated other software products and Tyler was the one product that covered the City's needs.

This item was not competitively evaluated given following benefits of continuing service with Tyler:

- The City currently employs Tyler Cashiering at a cost of \$29,000. Utilizing another provider would require the City purchase and train customer service staff in the utilization of the new system. Tyler Cashiering would seamlessly transition to the new Tyler product.
- License fees are not being charged for product modules that the City has already paid license fees for. Total savings from license fee removals is \$274,000.
- Currently the City uses Executime for time and attendance tracking, this product is integrated with Tyler, the City would potentially need to purchase a new time and attendance system with related hardware if another vendor were utilized.
- Since this is a Tyler to Tyler product, the City will be able to keep the current system running concurrent with the existing system without paying annual maintenance fees for both systems.

The summary quoted system cost from Tyler Munis is shown below:

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 268,806.00	\$ 101,692.00
Total SaaS	\$ 0.00	\$ 95,144.00
Total Tyler Services	\$ 677,775.00	\$ 13,500.00
Total Third-Party Hardware, Software, Services	\$ 2,363.00	\$ 0.00
Summary Total	\$ 948,944.00	\$ 210,336.00
Contract Total	\$ 1,145,780.00	
Estimated Travel Expenses excl in Contract		
Total	\$ 38,360.00	

Project budget:

The below project budget will vary by category as the implementation process progresses. Costs incurred in some categories will offset other categories e.g. specialized consultants could be engaged for utility billing or City staff could handle the tasks utilizing more overtime. The optimal mix will depend on the circumstances in play at the particular stage of the project.

System implementation	\$948,944
Annual fee (1 st year)	\$210,336
Project manager	\$39,400
Additional training	\$12,000
Specialized consultant staff	\$46,300
Staff over-time (1,500 hours)	\$84,660
Travel expense (Tyler team)	\$38,360
Total project budget	\$1,380,000

Anticipated implementation timeline:

The primary installation module is the financial module since all other modules build into the established chart of account structure in the financial module. The City's current chart of accounts contain inconsistencies incorporated over the years. The initial project push will be to update the current chart of accounts in the Eden system to transition to the new system. It will greatly simplify the transition to start on the first day of a fiscal year which is anticipated in the implementation timeline below.

This outline is a big picture outline of the project implementation. Concurrent implementations are anticipated in the permit and human resources modules. If staffing levels preclude concurrent implementation the total project implementation time line will be extended.

<u>Mile Stone</u>	<u>Anticipated Completion Window</u>
Contract finalization and approval	By December 2022
Update to chart of accounts	Jan 1, 2023 – June 30, 2023
New system setup	July 1, 2023 – June 30, 2024
Go live for financial system	July 1, 2024

Go live Permit module	Sept 30, 2024
Go live human resources module	Sept 30, 2024
Go live project and grant management	Dec 31, 2024

FISCAL IMPACT:

The project is not expected to exceed \$1,380,000. Funding sources for this project are:

- \$531,200 from the general fund with cost allocations of approximately \$149,400 from the water and \$149,400 from the sewer funds respectively.
- \$550,000 from ARPA funds.

The City currently has \$550,000 in ARPA funds earmarked for this project and has assigned fund balance in the general fund of \$600,000. The proposed funding would un-assign \$68,800 to be applied toward unassigned reserves.

This action appropriates \$531,200 in the general fund (101), \$149,400 in the water fund (178), \$149,400 in the sewer fund (361) and \$550,000 in the grants fund (152) and approves transfers between respective funds to facilitate project funding.

ALTERNATIVES:

1. Approve Resolution No. 2022-86 authorizing the purchase and implementation of a new ERP system.
2. Not move forward with the purchase and implementation of a new ERP system at this time.

ATTACHMENTS

Resolution 2022-86

RESOLUTION NO. 2022-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE PURCHASE AND IMPLEMENTATION OF A NEW ENTERPRISE RESOURCE PLANNING SYSTEM.

WHEREAS, the City is currently using Tyler Technologies (Tyler)'s Eden product as its enterprise resource planning system (ERP).

WHEREAS, the City has been notified by Tyler that Eden is scheduled to sunset on March 1, 2027.

WHEREAS, Tyler's Munis product is the newer ERP platform replacing Eden The City has determined that cost saving are generated from keeping the same software vendor since concurrent systems can be run without paying duplicative annual fees.

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

Section 1. 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. The City Manager or Finance Director is authorized to enter into a contract with Tyler Technologies for the procurement, implementation and ongoing service costs of implementing the more current Tyler platform not to exceed the total project budget of \$1,380,000.

Section 3. The City Manager or Finance Director is authorized to enter into an agreement or agreements with consultants to assist with new system implementation or to cover existing workloads for City staff being reassigned to system implementation not to exceed the total project budget of \$1,380,000.

Section 4. The Finance Director is authorized to implement special implementation pay for employees not entitled to overtime but required to work additional hours on system implementation specific assignments (excluding directors) not to exceed the total project budget of \$1,380,000.

PASSED, APPROVED and ADOPTED this 14th day of September 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. 2022-86 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of September 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Transfer Fire Engine 279 to Riverside County under the current fire engine use agreement.

STAFF RECOMMENDATION:

Approve resolution No. 2022-87 authorizing the City Manager to Transfer Fire Engine 279 to Riverside County (County) under the current fire engine use agreement.

BACKGROUND:

The City owns and maintains two type 1 fire engines. Fire engine 79 was in service as the City's primary fire engine until it was struck by another vehicle while on scene at an emergency incident in March of this year and rendered inoperable. Fire engine 279 has been retained and maintained as the City's secondary backup fire engine. Since Engine 79 became inoperable Engine 279 has been the primary response unit for the City.

Fire engines that reach the end of their useful lives of 15 years for a primary unit and 20 year for a secondary unit require replacement to maintain compliance with safety standards. Engine 279 is a 2004 model with 300k equivalent miles. As a secondary engine it will reach the end of its useful service life in 2024. Engine 79 is a 2007 model and reached the end of its useful service life as a primary unit this year. Even if unit 79 was repaired, it would not be eligible to go back into service as a primary unit.

The City currently has an additional service (Fire Engine Use Agreement) included in its contract with the County. The Fire Engine Use Agreement ensures that the City has access to the County's fire engine fleet pool. This serves two purposes. If the City needs a backup Fire engine while the primary engine is inoperable one would be provided, if the secondary unit was then rendered inoperable, a third unit would be provided and so on ensuring the City always has an operable fire engine. The second provision is that the City would receive a new or newer fire engine to replace the existing fire engine when the existing fire engine reaches the end of its service life (15 years) or becomes inoperable.

Since 2009 the City has paid \$334,000 into the replacement fund under the Fire Engine Use Agreement. If the City had taken steps to fully transfer its fire engine assets to the County, the City would now be in the que for a new fire engine to replace Engine 79 at no additional cost to the

City. However, neither Fire engine 79 nor Fire Engine 279 were ever transferred to the County which is a requirement for receiving a replacement fire engine when needed.

Fire Engine 79 was insured by the City. The insurance adjuster appraised the Engine 79 at \$105,260. The cost to fix the damage to the engine was assessed at \$50,795 with the City's self insurance retention amount of \$25,000 not being covered. After reviewing the damage and insurance adjuster report, City and County Fire staff do not believe adequate repairs can be done for \$50,795. The insurance adjuster specifically states that replacement parts would be from wrecked/scrapped vehicle which is not considered acceptable for a public fire safety vehicle. Based on fire staff observations, it does not appear the insurance adjuster pulled the cab to see what damage there is under the hood and no mention was made of repairing and pressure testing the engine's water tank that is clearly damaged in the adjuster's photos. City and County Fire staff believe the repair costs to restore the engine to the required specifications necessary for the engine to be placed in service and retained or sold would exceed the market value of the vehicle.

DISCUSSION/ANALYSIS:

Given that Engine 79 has reached the end of its useful life, making repairs is not a feasible option. Even if the engine were repaired, it would only be a backup engine leaving the City with two backup engines and no primary engine. This would require the purchase of a new primary engine.

If the City transfers title of engine 279 to the County, the engine will go into rotation for replacement. Given that the engine is near the end of its useful life, it would be prioritized for replacement. The City would then be able to scrap Engine 79 and retain \$50,795 that would otherwise go toward repairs or a new engine. The City would have further savings from not having to pay insurance or maintenance on either engine.

FISCAL IMPACT:

There is no direct fiscal impact from transferring Engine 279 to the County. The City would be able to forego the purchase of a new primary fire engine for \$875,000. The City would also incur savings from not having to insure and maintain the new primary and remaining (Engine 279) secondary engine.

ALTERNATIVES:

1. Approve Resolution No. 2022-87 authorizing the City Manager to Transfer Fire Engine 279 to the County under the current fire engine use agreement for replacement by the County.
2. Decide to move forward with purchasing a replacement primary fire engine through direct purchase by the City with an estimate cost of \$875,000. This alternative would also require the City to continue paying \$36,000 per year under the Fire Engine Use Agreement and provide maintenance and insurance costs for the new primary fire engine.

ATTACHMENTS

Resolution 2022-87

RESOLUTION NO. 2022-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE TRANSFER OF CITY FIRE ENGINE 279 TO THE COUNTY OF RIVERSIDE PER THE TERMS OF THE FIRE ENGINE USE AGREEMENT BETWEEN THE CITY AND COUNTY

WHEREAS, the City currently owns and maintains two type one fire engines.

WHEREAS, Engine 79 was in service as the primary fire engine and Engine 279 was serving as a back up. Engine 79 was struck by another vehicle on March 5, 2022 and was rendered inoperable in the collision.

WHEREAS, the City participates in a fire engine use agreement with the County of Riverside (County) making annual payments into the fire engine replacement component of the agreement with annual payments of \$36,250 and has participated in this agreement since 2007.

WHEREAS, the City never transferred the title of either fire engine to the County thereby making the City ineligible for a replacement fire engine through the fire engine use agreement fire engine replacement program.

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

Section 1. 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. The City Manager is hereby authorized and directed to execute all ownership and insurance forms and agreements necessary to transfer ownership of Engine 279 to the County of Riverside for eligible participation in the Fire Engine Use Agreement.

PASSED, APPROVED and ADOPTED this 14th day of September 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. 2022-87 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 14th day of September 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Manager

SUBJECT: Adoption of Resolution No. WA-2022-05 Adopting Level 2 Demand Reduction Actions As Outlined In The Authority’s Water Shortage Contingency Plan, And As Required By The State Water Resources Control Board’s Drought Emergency Rulemaking

STAFF RECOMMENDATION:

Adopt the proposed Resolution declaring a water shortage level 2 as described in the Coachella Water Authority Water Shortage Contingency Plan (WSCP); implementing all of the demand reduction items identified in the WSCP relating to a water shortage level 2; and prohibiting the use of potable water for irrigation of non-functional turf.

DISCUSSION/ANALYSIS:

The City of Coachella, through the Coachella Water Authority (CWA), is an urban water supplier and is required to comply with the regulations which require the City to implement all requirements and actions of its Water Shortage Contingency Plan (WSCP). CWA’s WSCP was adopted by its Board on June 23, 2021.

On July 8, 2021, the Governor issued Executive Order N-10-21 calling on all Californians to voluntarily cut water consumption by 15% from 2020 levels.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22. Per the executive order, the SWRCB was asked to consider adopting emergency regulations by May 25, 2022, that require urban water suppliers to, at a minimum, enact level 2 shortage actions, and consider banning irrigation of “non-functional turf” in commercial, industrial, and institutional sectors.

Per the Executive Order, “non-functional turf” is defined as turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields and parks. The ban would only apply to non-functional turf within commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.

Table 1. Demand Reduction Actions

Shortage Level	ID	Demand Reduction Actions	Expected Relative Impact	Penalty or Enforcement
1	1.1	Applying any water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.	Low	No
	1.2	Using any water in a fountain or other decorative water feature is prohibited, unless the water recirculates.	Low	No
	1.3	Applying water to driveways, sidewalks, concrete or asphalt is prohibited unless to address immediate health and safety needs. Reasonable pressure washer or water broom use is permitted.	Low	No
	1.4	Spray irrigation of outdoor landscapes during and within 48 hours after rainfall of 0.10 inches is prohibited.	Low	No
	1.5	Using a hose to wash a vehicle, windows, or solar panels is prohibited unless an automatic shut-off nozzle or pressure washer is used.	Low	No
	1.6	Broken sprinklers shall be repaired within five business days of notification by agency, and leaks shall be repaired as soon as practical.	Low	No
	1.7	Draining and refilling of private swimming pools is discouraged, unless necessary for health and safety or leak repair.	Low	No
	1.8	Hotels will provide guests the option of choosing not to have towels and linens laundered daily.	Low	No
	1.9	Agency shall discourage overseeding.	Low	No
	1.10	Agency shall provide rebates for landscape efficiency.	High	No
	1.11	Agency shall offer water use surveys/audits.	Medium	No
	1.12	Agency shall provide rebates on plumbing fixtures and devices.	Medium	No
2	2.1	Outdoor water use is prohibited during daylight hours for spray irrigation except for leak checks or with an agency approved conservation alternative plan.	Medium	Yes
	2.2	Restaurants can serve water only on request.	Low	Yes
	2.3	Agency shall encourage use of non-potable water for construction, if available.	Low	No
	2.4	Agency shall actively discourage overseeding.	Medium	No
	2.5	Agency shall expand public information campaign.	Medium	No
	2.6	Agency shall increase water waste patrols.	Medium	Yes
	2.7	Agency shall reduce hydrant and dead-end line flushing.	Low	No

FISCAL IMPACT:

No Fiscal Impact

RESOLUTION NO. WA-2022-05**RESOLUTION ADOPTING LEVEL 2 DEMAND REDUCTION ACTIONS AS OUTLINED IN THE AUTHORITY'S WATER SHORTAGE CONTINGENCY PLAN, AND AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD'S DROUGHT EMERGENCY RULEMAKING**

WHEREAS, the State of California ("State") is now in its third consecutive year of drought, and in each year of the current drought, annual precipitation levels were inadequate to fill the state's key reservoirs; and

WHEREAS, the City of Coachella ("City") through the Coachella Water Authority is an urban water supplier as defined in Water Code Section 10617; and

WHEREAS, the City has been promoting conservation as a way of life and water efficiency practices, while eliminating wasteful water use; and

WHEREAS, on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, the California Governor ("Governor") proclaimed states of emergency that continue today and exist across all counties of California, due to extreme and expanding drought conditions; and

WHEREAS, the Statewide water use reduction goal of 15 percent from 2020 levels has not been achieved; and

WHEREAS, on March 28, 2022, the Governor reaffirmed these provisions and directed the State Water Resources Control Board (SWRCB) to consider adopting emergency regulations that will lead to enhanced water conservation and improved drought resiliency; and

WHEREAS, on May 24, 2022, SWRCB adopted Emergency Regulations to Reduce Water Demand and Improve Water Conservation (California Code of Regulations, Title 23, section 996 ["Section 996"]), to respond to emergency conditions and facilitate statewide urban conservation; and

WHEREAS, the regulations require urban water suppliers, including the City, to implement certain water conservation measures contained in their water shortage contingency plans; and

WHEREAS, the regulations specifically require the City to implement the requirements and actions as specified in Stage II of the Water Shortage Contingency Plan; and

WHEREAS, the City desires to implement the appropriate water conservation measures contained in the Water Shortage Contingency Plan to ensure a stable and reliable water supply for residents and businesses to help the State address ongoing drought, and to fully comply with the Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Coachella Water Authority as follows:

1. All of the above recitals are true;
2. The City hereby declares that because drought conditions continue to prevail in the State of California, and consistent with SWRCB Resolution No. 2022-0018, Emergency Regulation to Reduce Water Demand and Improve Water Conservation, the City is required to declare a Level 2 water shortage and implement all level 2 demand reduction actions set forth in the City’s Plan;
3. The City hereby implements all level 2 demand reduction actions of its Plan as outlined in the Demand Reduction Actions set forth in Table 4 of the Plan, to take effect immediately;
4. Stage II prohibits outdoor water use during daylight hours for spray irrigation except for leak checks; encourages use of non-potable water for construction, if available; discourages overseeding; expands the City’s public information campaign; increases water waste patrols; reduces hydrant and dead-end line flushing and prohibits restaurants to serve water except upon request; and

PASSED, APPROVED and ADOPTED this 14th day of September 2022.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
General Counsel

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

I HEREBY CERTIFY that the foregoing Resolution No. WA-2022-05 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 14th day of September 2022, by the following vote of the Authority:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy Secretary, Coachella Water Authority

Water Shortage Contingency Plan



Coachella Water Authority

June 2021

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Appendix A. Legal Authority

Appendix B. Resolution of Adoption

Introduction

This document represents the Water Shortage Contingency Plan (WSCP) adopted by the Coachella Water Authority (CWA). The document follows the structure recommended in guidance documents prepared by the California Department of Water Resources (DWR).

CWA is one of six agencies in the Coachella Valley participating in the development of a 2020 Regional Urban Water Management Plan (RUWMP). Each agency is adopting the RUWMP to meet its reporting requirements under the Urban Water Management Planning Act. Each agency is also adopting its own WSCP. The agencies have sought to align their shortage levels and shortage response actions to the extent possible, with the intent of reducing confusion for neighboring customers during a shortage. However, each agency will adopt its own WSCP with slight variations (e.g. penalty processes and amounts) for flexibility in the event that future changes are necessary.

As individual agencies make updates or enhancements to their WSCP, each will be able to make modifications and re-adopt an amended WSCP without triggering a requirement for the other participating agencies to take similar steps. The update process is described in later sections of this WSCP.

1.0 Water Supply Reliability Analysis

This section provides a summary of the supply reliability analysis presented in the RUWMP and highlights key issues that could create a shortage condition.

The supplies of the agencies in the Coachella Valley generally have a high degree of reliability. The RUWMP participating agencies meet most of their urban demands with groundwater produced from the Indio (also known as Whitewater River) and Mission Creek Subbasins of the Coachella Valley Groundwater Basin. The groundwater basin is large enough to provide storage that allows continued production during dry periods. Because production exceeds the recharge provided by precipitation and return flows, the agencies use imported water to recharge the groundwater basin. These sources of imported water for recharge include:

- Colorado River water that Coachella Valley Water District (CVWD) receives through the Coachella Canal.
- State Water Project (SWP) water that CVWD and Desert Water Agency (DWA) have rights to receive. Because the SWP infrastructure does not extend into the Coachella Valley, CVWD and DWA have an exchange agreement with the Metropolitan Water District of Southern California (MWD). The agreement allows MWD to deliver water from its Colorado River Aqueduct (CRA) to the Coachella Valley to recharge the local aquifer. In return, MWD receives SWP water through the SWP infrastructure based on the annual allocations to CVWD and DWA.

Drought conditions are not expected to affect CVWD's Colorado River water supply due to the agency's high priority allocation. Colorado River water is not a direct source of urban water supply; it is used for groundwater replenishment and non-potable uses. If a reduction in Colorado River water supply occurred, CVWD would initially reduce deliveries to groundwater replenishment projects. Subsequent reductions in delivery would be applied to users following the priorities in CVWD's Canal Water Shortage Contingency Plan. These priorities are defined in CVWD's Canal Water Shortage Contingency Plan, which is Chapter 3.10, Article XII of CVWD's administrative code.

Drought conditions in the Sierra Nevada would have an effect on the SWP water allocation; thus reducing the SWP Exchange water received by CVWD and DWA. This water is used for replenishment of the groundwater basin and is not a direct source of urban water supply. Consequently, water use restrictions due to drought involving the SWP water supply would likely be implemented only as a result of a prolonged drought.

During dry periods when less imported water is available, groundwater production will exceed the amount of recharge, and the volume in storage will be reduced. However, these reductions can be reversed in years when additional imported water is available. The Coachella Valley Groundwater Basin is a large basin which provides a buffer during dry periods, thus allowing the agencies to develop long-term plans and programs to manage regional water supplies.

The reliability analysis for CWA is presented in Section 7 of CWA's chapter of the RUWMP. Although that analysis demonstrates that the region's urban water supply is reliable, there are potential issues that could create a shortage condition. These include:

- An extended drought more severe than historic events, possibly impacted by climate change.
- A natural disaster or a malevolent act that leads to prolonged disruption of imported water delivery from the Colorado River or the SWP.
- Reductions in imported water supply due to environmental restrictions related to endangered species or habitat protection.
- Identification of a currently unregulated contaminant that has widespread effects on the region's groundwater supply.
- Regulatory mandates to reduce water use.

Water shortage contingency planning provides a way to plan for these risks and anticipate actions that can be implemented to manage the impacts. This plan describes how CWA intends to respond to such shortage events. The responses have been aligned with those of other RUWMP participating agencies to the extent possible.

2.0 Annual Water Supply and Demand Assessment Procedures

CWA will be required to prepare an Annual Water Supply and Demand Assessment (Annual Assessment) and submit it to DWR each year, beginning July 1, 2022. The Annual Assessment is intended to meet requirements of Water Code Section 10632.1 and present an assessment of the likelihood of a water shortage occurring during the next 12 months. This section of the WSCP outlines the procedures that CWA will use to prepare the Annual Assessment. The procedures defined in this section will allow CWA to follow a consistent annual procedure for making the determination of whether to activate the WSCP.

2.1 Decision Making Process

DWR requires a defined decision-making process for performing the Annual Assessment. The process and anticipated timeline are presented in Table 1.

Table 1. Annual Assessment Decision-Making Process

Anticipated Timeline of Each Year	Activities
February	CWA staff will review available data related to anticipated supplies and demands.
March	The six agencies participating in the Coachella Valley RUWMP will review the data and determine whether a consistent region-wide determination on water supply reliability can be made. If needed, individual agencies may elect to activate their WSCP at different shortage levels than other participating agencies.
April	CWA staff will make a determination whether to recommend implementation of shortage response actions.
May	If shortage response actions are to be implemented, CWA management will present the recommendation to the governing board for consideration. If the governing board decides to implement the WSCP, it will provide public notice of a hearing to consider changes in the implementation of the shortage response actions.
June	CWA staff will prepare the Annual Assessment and submit it to DWR by July 1 st .

2.2 Data and Methodologies

This section describes the data and methodologies that will be used to evaluate water system reliability for the coming year, while considering that the year to follow could be dry.

2.2.1 Evaluation Criteria

CWA will rely on locally applicable criteria for each annual assessment. These criteria will include the findings of the annual reports prepared for the Indio Subbasin and the Mission Creek Subbasin for compliance with the Sustainable Groundwater Management Act. Findings from the annual Engineer's Report on Water Supply and Replenishment Assessment will also be incorporated.

2.2.2 Water Supply

CWA's anticipated supplies will be quantified for the near-term future, and descriptive text will be used to note any anticipated reductions in supply.

2.2.3 Unconstrained Customer Demand

CWA will prepare an estimate of unconstrained demand (as the term is used in Water Code Section 10632(a)(2)(B)(i)). The estimated demand will be calculated using the demand projection approach described in Section 4 of each agency's chapter of the RUWMP, in combination with updated data for connections, climate, changes in land use, and recent water usage history.

2.2.4 Planned Water Use for Current Year Considering Dry Subsequent Year

CWA will describe the anticipated use of water supplies for the coming year, with the anticipation that the following year will be dry. The supplies will be characterized in a manner consistent with the RUWMP, in combination with updated data for climate and recent observations.

2.2.5 Infrastructure Considerations

CWA will describe any potential infrastructure constraints on the ability to deliver adequate supplies to meet expected customer demands in the coming year. CWA will verify that its system of wells, pipelines, pump stations, and storage tanks have adequate capacity to deliver the anticipated demands. CWA will describe any anticipated capital projects that are intended to address constraints in production, treatment, or distribution.

2.2.6 Other Factors

CWA will describe any specific locally applicable factors that could influence or disrupt supplies. CWA will also describe unique local considerations that are considered as part of the Annual Assessment.

3.0 Six Standard Water Shortage Levels

The RUWMP participating agencies have elected to use the six standard shortage levels included in guidance documents prepared by DWR. The six standard water shortage levels correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50- percent, and greater than 50-percent shortage compared to the normal reliability condition). These levels are identified in Table 2.

Table 2. Water Shortage Contingency Plan Levels

Shortage Level	Percent Shortage Range	Description	Narrative Summary of Shortage Response Actions
1	Up to 10%	Normal water supplies	Mandatory prohibitions defined by the state, ongoing rebate programs
2	Up to 20%	Slightly limited water supplies	Outdoor water use restrictions on time of day, increased water waste patrols
3	Up to 30%	Moderately limited water supplies	Outdoor water use restrictions on days per week, restrictions on filling swimming pools
4	Up to 40%	Limited water supplies	Limits on new landscaping, expanded public information campaign
5	Up to 50%	Significantly limited water supplies	Limits on watering of parks or school grounds
6	Greater than 50%	Severe shortage or catastrophic incident	No potable water use for outdoor purposes

Each level in Table 2 represents an anticipated reduction in the supplies that would normally be available to CWA. These supply reductions could be the result of a variety of potential causes including natural forces, system component failure or interruption, regulatory actions, contamination, or any combination of factors. CWA may need to activate shortage levels across its entire service area or within certain areas that are impacted by an event.

The levels involve voluntary and mandatory conservation measures and restrictions, depending on the causes, severity, and anticipated duration of the water supply shortage. The locally appropriate shortage response actions that would be taken at each level to address the resulting gap between supplies and demands are described in the following section.

4.0 Shortage Response Actions

This section describes the shortage response actions that would be taken by CWA at each shortage level. These actions have been grouped into categories including:

- Supply Augmentation Actions
- Demand Reduction Actions and Mandatory Use Restrictions
- Operational Changes

4.1 Supply Augmentation

For long-range planning, CWA continues to evaluate opportunities for transfers, exchanges, and other purchases of imported water to increase supply reliability. CVWD and DWA collaborate to replenish the groundwater aquifer with imported water, creating a stored supply that can be used for emergencies or longer-term shortages. CVWD and DWA are also making investments in increasing supply reliability from the SWP through the Delta Conveyance Facility and in securing new supplies like Sites Reservoir. Additionally, the RUWMP participating agencies continue to implement water conservation measures and increase use of recycled water usage to reduce groundwater demand. These programs are described in Chapter 3 of the RUWMP.

In their WSCP, agencies have the option of identifying short-term supply augmentation actions that would be taken during a shortage. These actions are intended to be separate from the long-range planning efforts to sustainably manage the groundwater basin. The short-term supply augmentation measures that could be implemented are presented in Table 3.

Table 3. Supply Augmentation Actions

Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	Expected Relative Impact	Additional Explanation or Reference
1 - 6	Exchanges	Medium	Emergency connections with neighboring agencies could be activated or constructed to help exchange water with adjoining systems.
5	New recycled water	Medium	In areas where recycled water supply is available, customers could be mandated to use recycled water and cease use of potable water.
6	Other actions	Medium	Additional non-potable water sources such as new shallow groundwater wells.

4.2 Demand Reduction Actions and Mandatory Use Restrictions

The RUWMP participating agencies have aligned their demand reduction actions to the greatest extent possible, while allowing each agency to tailor its response to the unique characteristics of its service area. The agencies conducted public workshops to gather input on actions that could be taken during a water shortage. The input from stakeholders was used to select and prioritize actions that reflected the values of the community. Key elements of the input included:

- The importance of recognizing the conservation efforts that many customers have already made and not imposing requirements for all customers to meet the same percentage reduction in water use.
- The importance of involving Homeowner Associations (HOAs) to help implement and communicate response actions to individuals.
- The benefits of tiered rates in allowing customers to pay less for their basic efficient use and more for excessive use.
- A balanced program should include incentives (such as expanded rebates for turfgrass removal) as well as penalties (such as drought rates).
- A range of approaches is needed to communicate with customers and end users, including social media, web sites, bill inserts, presentations, and virtual tours, ideally in multiple languages.

The demand reduction actions that could be implemented at each shortage level are shown in Table 4. During a shortage, CWA may implement some or all of the actions as needed, depending on actual conditions.

Table 4. Demand Reduction Actions

Shortage Level	ID	Demand Reduction Actions	Expected Relative Impact	Penalty or Enforcement
1	1.1	Applying any water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures is prohibited.	Low	No
	1.2	Using any water in a fountain or other decorative water feature is prohibited, unless the water recirculates.	Low	No
	1.3	Applying water to driveways, sidewalks, concrete or asphalt is prohibited unless to address immediate health and safety needs. Reasonable pressure washer or water broom use is permitted.	Low	No
	1.4	Spray irrigation of outdoor landscapes during and within 48 hours after rainfall of 0.10 inches is prohibited.	Low	No
	1.5	Using a hose to wash a vehicle, windows, or solar panels is prohibited unless an automatic shut-off nozzle or pressure washer is used.	Low	No
	1.6	Broken sprinklers shall be repaired within five business days of notification by agency, and leaks shall be repaired as soon as practical.	Low	No
	1.7	Draining and refilling of private swimming pools is discouraged, unless necessary for health and safety or leak repair.	Low	No
	1.8	Hotels will provide guests the option of choosing not to have towels and linens laundered daily.	Low	No
	1.9	Agency shall discourage overseeding.	Low	No
	1.10	Agency shall provide rebates for landscape efficiency.	High	No
	1.11	Agency shall offer water use surveys/audits.	Medium	No
	1.12	Agency shall provide rebates on plumbing fixtures and devices.	Medium	No
2	2.1	Outdoor water use is prohibited during daylight hours for spray irrigation except for leak checks or with an agency approved conservation alternative plan.	Medium	Yes
	2.2	Restaurants can serve water only on request.	Low	Yes
	2.3	Agency shall encourage use of non-potable water for construction, if available.	Low	No
	2.4	Agency shall actively discourage overseeding.	Medium	No
	2.5	Agency shall expand public information campaign.	Medium	No
	2.6	Agency shall increase water waste patrols.	Medium	Yes
	2.7	Agency shall reduce hydrant and dead-end line flushing.	Low	No
3	3.1	Outdoor water use is allowed only three days a week for spray irrigation (Monday, Wednesday, and Friday).	High	Yes
	3.2	Drip or subterranean irrigation is allowed seven days per week, during non-daylight hours.	Medium	Yes
	3.3	Commercial nurseries are to use water only on alternate days during non-daylight hours for outside operations.	Low	Yes

Shortage Level	ID	Demand Reduction Actions	Expected Relative Impact	Penalty or Enforcement
	3.4	Decorative ponds, non-irrigation system golf course water hazards, fountains, and other waterscape features are not to be filled or replenished.	Low	Yes
	3.5	No filling of swimming pools or landscaping ponds unless necessary for health and safety or leak repair.	Low	Yes
	3.6	Commercial car washes must use recycled water or recirculating water systems.	Medium	Yes
	3.7	Spray irrigation of medians and parkways is prohibited.	Medium	Yes
	3.8	Agency shall encourage counties, cities, Homeowners Associations (HOAs) and other enforcement agencies to suspend code enforcement and fines for brown turfgrass areas and to otherwise comply with new State laws regarding limitations on such enforcement.	Low	No
	3.9	Agency shall strengthen customer billing messages with use comparisons.	Medium	No
	3.10	Agency shall implement water use audits targeted to key customers to ensure compliance with directives.	Medium	No
	3.11	Agency shall expand rebate programs.	Medium	No
4	4.1	Turfgrass landscapes may not be watered except where subterranean or non-potable water systems are used.	High	Yes
	4.2	Agency shall implement or modify drought rate surcharge.	High	Yes
	4.3	Agency shall expand public information campaign.	Medium	No
5	5.1	Watering turfgrass is prohibited.	High	Yes
	5.2	The use of misting systems is prohibited.	Medium	Yes
	5.3	Turfgrass at parks and school grounds are to be watered with recycled water, if available, or not at all.	Medium	Yes
	5.4	Golf course greens and tees may be watered no more than two times per week during non-daylight hours with recycled water, or not at all.	Medium	Yes
	5.5	Trees, desert plants and shrubs may be watered only with drip, subterranean or non-adjustable bubbler irrigation systems during non-daylight hours.	High	Yes
	5.6	Agency shall impose moratorium or net zero demand on new connections.	N/A	Yes
6	6.1	Commercial nurseries shall discontinue all use of potable water for watering and irrigation.	Low	Yes
	6.2	Watering of livestock is permitted as necessary.	N/A	Yes
	6.3	Outdoor water use is prohibited.	High	Yes
	6.4	Restaurants must use disposable cups, plates, and utensils.	Low	Yes
	6.5	Agency shall implement mandatory rationing.	High	Yes

4.3 Operational Changes

CWA has identified potential operational changes that could be made to help address a short-term gap between demands and available supplies. These include improved monitoring and analysis of customer water usage, reductions in flushing of hydrants and dead-end lines, and use of emergency connections with neighboring water agencies. Some of the potential actions are included in Table 4. CWA may also expedite planned system improvement projects that include reduction in water loss (e.g., replacement of water mains that are experiencing higher rates of leaks and breaks).

4.4 Additional Mandatory Restrictions

CWA has identified a series of restrictions that could be implemented at different shortage levels. These restrictions are included in the demand reduction actions in Table 4.

4.5 Emergency Response Plan

The Water Code requires that an agency's WSCP address catastrophic water shortages and plans to address them. This information can be addressed in the agency's Emergency Response Plan (ERP). CWA's ERP contains sensitive information related to potential vulnerabilities or impacts of natural disasters or malevolent acts. Therefore, these documents are not typically made publicly available. CWA's plan outlines specific disaster-related procedures to guide staff in responding efficiently to catastrophic interruptions of water supply.

Five of the RUWMP participating agencies collaborate on planning efforts, including emergency response, through the Coachella Valley Regional Water Management Group (CVRWMG). In addition, CVWD, DWA, IWA, and MSWD are members of the California Water/Wastewater Agency Response Network (CalWARN), which supports and promotes emergency preparedness. More information about CalWARN is available at their web site at www.calwarn.org.

The region's imported water supplies from the Colorado River and the SWP could be disrupted by an earthquake. Because the agencies use local groundwater to meet urban demands, the agencies could continue to meet short term urban demands with groundwater production. The agencies have installed backup generators at key water production facilities to allow continued operation during a power outage.

DWR has plans in place to make emergency repairs to the SWP, and MWD has plans in place to make emergency repairs to the CRA. CVWD has plans to make emergency repairs to the Coachella Canal. CVWD staff receives regular Incident Command System (ICS) training through the Federal Emergency Management Agency (FEMA), and drills are conducted routinely. CVWD remotely monitors the status of most key facilities at CVWD headquarters, which enables it to detect areas affected by disasters. RUWMP participating agencies also participate in ICS training and regularly monitor key water facilities remotely.

If imported water supplies were disrupted for an extended period, it would reduce the water supply available for replenishment of the groundwater basin. It could also lead to increased groundwater pumping by non-urban users who normally use imported canal water. CWA would implement levels of this WSCP as needed if pumping needed to be decreased while imported water supplies were interrupted.

4.6 Seismic Risk Assessment and Mitigation Plan

Water Code Section 10632.5 requires the RUWMP participating agencies to assess seismic risk to water supplies as part of their WSCP. The code also requires a mitigation plan for managing seismic risks. In lieu of conducting their own seismic risk assessment, which can be a lengthy process, suppliers can comply with the Water Code requirement by submitting the relevant local hazard mitigation plan or multi-hazard mitigation plan.

The Riverside County Local Hazard Mitigation Plan (LHMP) was updated in 2018. The Riverside County LHMP is available on the Riverside County web site at <https://rivcoemd.org/LHMP>. The Riverside County LHMP includes an assessment of the region's vulnerability to a broad range of hazards, including

earthquakes. It also describes mitigation strategies and actions to reduce the impacts of a seismic event. The RUWMP participating agencies continue to include seismic risk assessment in their planning process for system improvements.

5.0 Communication Protocols

Timely and effective communication is a key element of WSCP implementation. CWA will need to inform customers, the general public, and other government entities of WSCP actions taken during a water shortage (either one determined by the Annual Assessment, an emergency, catastrophic, or other event). An overview of planned communication approaches is provided in Table 5. These protocols have been aligned between the RUWMP participating agencies where possible, but some are tailored to the needs of CWA's service area. CWA will adjust its communication strategy as needed to address issues that are impacting the entire service area or limited areas.

Table 5. Communication Plan Outline

At all times	Level 1 Up to 10% Voluntary Conservation	Level 2 Up to 20% Mandatory Conservation	Levels 3 and 4 Up to 30% or 40% Mandatory Conservation	Levels 5 and 6 Up to 50% or Over 50% Mandatory Conservation
Standard outreach efforts in effect (media relations, social media, website)	Update message platform to reflect conditions, District response, and needed actions from public	Update campaign and messages to generate immediate actions/behaviors by public, include information on enforcement actions	Update campaign and messages to raise awareness for more severe water-saving actions/behaviors by public, highlight need for reduced outdoor water use	Update campaign and messages to reflect extreme or emergency condition and likely need to focus water use on health/safety needs
Promote ongoing Water Use Efficiency (WUE) programs and tools and partnerships designed to achieve long-term water management goals	Announce status change to key stakeholders and general public (e.g., News release, social media, etc.)	Announce status change to key stakeholders and general public (e.g., News release, social media, etc.)	Announce status change to key stakeholders and general public (e.g., News release, social media, etc.)	Announce emergency status to key stakeholders and general public (e.g., News release, social media, etc.)
Standard coordination with MWD and regional partners	Include increased conservation messages on website and in standard outreach efforts; provide regular condition updates to stakeholders/media	Supplement Level 1 activities with additional tactics as needed; provide regular condition updates to stakeholders/media	Supplement Level 2 outreach with additional tactics as needed; provide regular updates to stakeholders/media on conditions	Supplement Level 3-4 outreach with additional tactics as needed; provide regular condition updates to stakeholders/media on conditions
Board reports on public communication and water-use efficiency outreach activities at least annually.	Enhance promotion of ongoing WUE programs/tools; deploy targeted advertising	Conduct issue briefings with elected officials, other key civic and business leaders	Conduct specialized outreach to HOAs and local organizations	Suspend promotion of long-term WUE programs/tools to focus on imminent needs
	Initiate regular Board reports on campaign efforts	Increase promotion of ongoing WUE programs/tools	Promote available water assistance resources for vulnerable populations; specialized outreach to impacted industries	Continue enhanced coordination with neighbor agencies and local/state/federal policy makers as needed (e.g. daily or weekly briefings or email updates, etc.)

6.0 Compliance and Enforcement

This section describes how CWA will ensure compliance with and enforce provisions of the WSCP. The RUWMP participating agencies have worked together to align their policies where possible, but each agency implements its compliance and enforcement actions within its service area.

6.1 Penalties

The penalties that could be imposed for non-compliance are summarized in Table 6.

Table 6. Enforcement Actions

Water Shortage Level	First Violation	Second Violation (within 12 months)	Third Violation (within 12 months)	Subsequent Violations	Additional Information
1	Written warning	\$15 administrative fee	\$50 administrative fee	\$100 administrative fee	
2	Written warning	\$100 administrative fee	\$150 administrative fee	\$300 administrative fee	
3	Written warning	\$150 administrative fee	\$300 administrative fee	\$500 administrative fee	
4 through 6	\$300 administrative fee	\$500 administrative fee	\$500 administrative fee	\$500 administrative fee	

6.2 Appeals and Exemption Process

This section describes the appeals and exemption processes. Where feasible, specific exemptions can be identified and defined. Where not feasible, the process to appeal or obtain an exemption should be detailed.

Any water user violating the regulations and restrictions on water use may receive a written notice for the violation. The water user shall have seven days from receipt of the notice to submit a written request for a hearing. If no hearing is requested, or at the hearing it is determined that the water user has committed a violation, a civil penalty may be levied.

The government codes and ordinances that are used to implement these policies and processes are discussed in Section 7.

7.0 Legal Authorities

This section describes the legal authorities that CWA relies upon to implement the shortage response actions and the associated enforcement actions.

Chapter 13.03 of the Coachella Municipal Code provides the legal authority to enforce water service conditions, including the WSCP. The City adopted Resolution No. WA-2014-05 to Implement Stage II of its WSCP in 2014.

The City is in the process of updating its ordinances to reflect the contents of this WSCP.

A copy of the legal authority is included in Appendix A.

In accordance with Water Code Chapter 3 (commencing with Section 350) of Division 1 general provisions regarding water shortage emergencies, CWA shall declare a water shortage emergency in the event of a catastrophic interruption in supply.

CWA shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558). Including a list of and contacts for all cities or counties for which the RUWMP participating agencies provide service in the WSCP, along with developed coordination protocols, can facilitate compliance with this section of the Water Code in the event of a local emergency as defined in subpart (c) of Government Code Section 8558.

These cities and counties are summarized in Table 7.

Table 7. City and County Coordination on Proclamation of Emergencies

City or County	Contact	CVWD	CWA	DWA	IWA	MDMWC	MSWD
Imperial County	Office of Emergency Services	X					
Riverside County	Emergency Management Department	X	X	X	X	X	X
City of La Quinta	Emergency Management Division	X			X	X	
City of Indio	Emergency Services Coordinator	X	X		X		
City of Coachella	Emergency Services Coordinator	X	X		X		
City of Palm Desert	Emergency Services Coordinator	X					
City of Cathedral City	Emergency Manager	X		X			
City of Indian Wells	Emergency Services Coordinator	X					
City of Rancho Mirage	Emergency Services Coordinator	X					
City of Palm Springs	Emergency Management Coordinator			X			X
City of Desert Hot Springs	Emergency Services Coordinator			X			X

8.0 Financial Consequences of WSCP

This section describes the anticipated financial consequences to CWA of implementing the WSCP. The description includes potential reductions in revenue due to lower water sales and increased expenses associated with implementing the shortage response actions.

Potential financial impacts of implementing the WSCP could include:

- Reduced revenue from reduced water use
- Increased staff costs for tracking, reporting, patrolling, and enforcing restrictions
- Economic impacts associated with water-dependent businesses in the service area

Potential mitigation measures include:

- Triggering of drought rate structures or surcharges
- Using financial reserves
- Reducing operation and maintenance expenses (expenses related to source of supply and pumping will fall due to reduced water production)
- Deferring capital improvement projects
- Reducing future projected operation and maintenance expenses
- Increasing fixed readiness-to-serve charge
- Increasing commodity charge and water adjustment rates to cover revenue shortfalls
- Seeking alternative source of funding, such as state or federal grants or loans
- Other financial management mechanisms

CWA will monitor financial conditions during a water shortage and take appropriate actions as needed. CWA maintains financial reserves that can be used to continue operations during a period of reduced water sales. CWA has the ability to increase water rates or implement surcharges or penalties to increase revenues from water sales.

9.0 Monitoring and Reporting

This section describes how CWA will monitor and report on implementation of the WSCP. CWA will gather data on key water use metrics and use the data to evaluate the effectiveness of response actions in achieving their intended water use reduction purposes. CWA will also gather data on customer compliance to evaluate the effectiveness of enforcement actions. CWA will gather and report data at frequencies adequate to meet reporting requirements established by the State Water Resources Control Board and other government agencies. The specific reporting requirements are expected to continue to change over the next five years.

CWA will monitor water use by customers using billing systems and operational control systems to monitor production and consumption. Each customer is metered, and billing records will be compiled and used to observe trends in water consumption. Each groundwater well and water connection point is also metered, and production records will be used to observe trends in water production. Levels in reservoirs can be monitored using the operational control systems to help identify potential high usage or leaks. CWA staff may also perform field visits and record observations to monitor water use and identify potential issues for follow-up.

For agencies that have budget-based rates, the consumption by customers will be compared to the water budgets to determine effectiveness of response actions. For agencies without defined water budgets for each customer, the consumption records will be aggregated by customer class to evaluate response actions and identify potential additional measures.

10.0 WSCP Refinement Procedures

CWA will monitor the implementation of this plan to evaluate its effectiveness as an adaptive management tool. The monitoring and reporting program described in Section 9 will provide information

on the effectiveness of the shortage response actions during any shortage levels that may be invoked. If CWA determines that the shortage response actions are not effective in producing the desired results, CWA will initiate a process to refine the WSCP. CWA will consider the addition of new shortage response actions, or changing the levels when shortage response actions are implemented. Suggestions for refinements will be collected from agency staff, customers, industry experts, and the general public. The RUWMP participating agencies will share data and suggestions for refinement to identify opportunities to increase the effectiveness of the WSCP while maintaining alignment with other agencies in the region when possible.

11.0 Special Water Feature Distinction

The RUWMP participating agencies have distinguished swimming pools and spas as recreational water features, while non-pool and non-spa water features are considered decorative water features. This distinction is used in the shortage response actions because decorative water features have the potential to use recycled water, while most pools and spas (recreational water features) use potable water for health and safety considerations. However, this distinction does not apply to the hot mineral spring pools and spas throughout the Desert Hot Springs area; while they are recreational, they also do not rely on potable water.

12.0 Plan Adoption, Submittal, and Availability

CWA adopted this WSCP with the 2020 RUWMP. The RUWMP and WSCP were made available for public review during May and June of 2021. A public hearing was held on June 23, 2021 to allow public input on the draft RUWMP and the WSCP.

CWA's governing board adopted the RUWMP and the WSCP at a meeting on June 23, 2021. The resolution of adoption is included as Appendix B.

This WSCP was submitted to DWR through the WUEData portal before the deadline of July 1, 2021. This WSCP was made available to the public on CWA's web site. Notice was provided to cities and counties in the service area that the WSCP was available on CWA's web site.

If CWA identifies the need to amend this WSCP, it will follow the same procedures for notification to cities, counties and the public as used for the RUWMP and for initial adoption of the WSCP. The draft amended WSCP will be made available for public review, and CWA's governing board will hold a public hearing to receive comments on the draft amended WSCP. Once CWA's governing board adopts the amended WSCP, the amended plan will be submitted to DWR and the California State Library, and it will be made available to the public and the cities and counties in the service area through placement on CWA's web site.

Appendix A. Legal Authority

Appendix B. Resolution of Adoption

RESOLUTION NO. WA-2021-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COACHELLA WATER AUTHORITY ADOPTING THE 2021 WATER
SHORTAGE CONTINGENCY PLAN**

WHEREAS, the Urban Water Management Planning Act requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, a water shortage contingency plan; and

WHEREAS, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such Water Shortage Contingency Plans; and

WHEREAS, the Urban Water Management Planning Act requires urban water suppliers to conduct an annual water supply and demand assessment (Annual Assessment) each year and to include in their water shortage contingency plans the procedures they use to conduct the Annual Assessment; and

WHEREAS, the procedures used to conduct an Annual Assessment include, but are not limited to, the written decision-making process that an urban water supplier will use each year to determine its water supply reliability; and

WHEREAS, the Coachella Water Authority's water shortage contingency plan provides that by June of each year, agency staff will present a completed Annual Assessment for approval by the Board of Directors or by the Board's authorized designee with expressly delegated authority for approval of Annual Assessment determinations; and

WHEREAS, in accordance with applicable law, including Water Code section 10642, and Government Code section 6066, a Notice of a Public Hearing regarding the Water Shortage Contingency Plan was published within the jurisdiction of the Coachella Water Authority on June 4, 2021 and June 11, 2021; and

WHEREAS, the Board of Directors of the Coachella Water Authority wishes to adopt such Water Shortage Contingency Plan and has determined the Water Shortage Contingency Plan to be consistent with the Urban Water Management Planning Act and to be an accurate representation of the planned actions during shortage conditions for Coachella Water Authority.

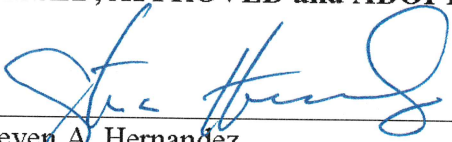
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Coachella Water Authority herby resolves as follows:

1. All of the above recitals are true;
2. The Board of Directors of the Coachella Water Authority adopts the Water Shortage Contingency Plan, as amended by changes incorporated by the Board of Directors as a result of input received (if any) at the public hearing and expressly authorizes the Executive

Director of the Authority to approve the Annual Assessment each year;

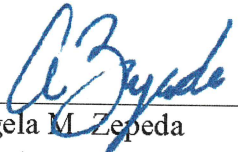
3. The Utilities Manager is hereby authorized and directed to file the Water Shortage Contingency Plan with the California Department of Water Resources within 30 days of this date.

PASSED, APPROVED and ADOPTED this 23rd day of June 2021.



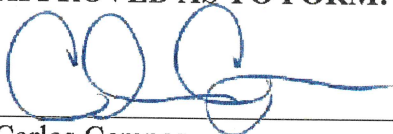
Steven A. Hernandez
President

ATTEST:



Angela M. Zepeda
Secretary

APPROVED AS TO FORM:



Carlos Campos
General Counsel

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

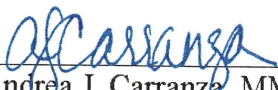
I HEREBY CERTIFY that the foregoing Resolution No. WA-2021-05 was duly adopted by the Board of Authority of the Coachella Water Authority at a regular meeting thereof, held on the 23rd day of June 2021, by the following vote of the Authority:

AYES: Authority Member Delgado, Authority Member Galarza, Vice President Gonzalez.

NOES: None.

ABSENT: Authority Member Beaman Jacinto, and President Hernandez.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with Petrochem Materials Innovation, LLC (PMI) in the amount of \$376,269.28 plus 20% contingency for the Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105.

STAFF RECOMMENDATION:

Authorize a construction contract with Petrochem Materials Innovation, LLC (PMI) in the amount \$376,269.28 plus 20% contingency for the Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105.

BACKGROUND:

In order to increase the lifespan of the City's street infrastructure, preventative maintenance is necessary. With preventative maintenance, a street's useful life can be extended before costly reconstruction is required. City's streets are in acceptable condition, but in need of preventative maintenance. Staff recommends Rubberized Emulsion Aggregate Slurry (REAS) that will seal coat as many streets as possible to avoid significant roadway decay. Staff also recommends, "Piggybacking" on the City of Los Angeles contract, allowing the City to crack seal and slurry seal 356,806 square feet of residential streets at an estimated cost of \$376,269.28 plus contingency. The attached proposed street improvement exhibit shows the streets to be covered under contract.

DISCUSSION/ANALYSIS:

The City is utilizing the competitive procurement process undertaken by the City of Los Angeles "Piggybacking" to select Petrochem Materials Innovation, (City of Los Angeles Contract ID #59680). The City's Municipal Code, allows for the City to utilize competitive pricing or bidding that has already been undertaken by a federal, state, county or other local agency provided the proposed purchases will be sold to the City at the same or a better price by the awarded vendor. The City of Los Angeles underwent a competitive procurement process for street REAS overlay seal coating in which competitive bids were received and Petrochem Materials Innovation, LLC was selected as the lowest responsive bidder.

This contract method was most recently used for the City of Coachella's Las Plumas and Valencia Neighborhood Slurry Seal and Striping Improvements Project No. ST-105 completed in June 2022.

Premix REAS has been previously utilized in the City of Coachella, as well as other Valley Cities, such as Rancho Mirage and the City of Indio, with good results most notably on Highway 111 through Rancho Mirage. The agreement provides for quality control and material engineering. Areas to receive this treatment include the Vista Escondida Neighborhood located on Avenue 54 just east of Van Buren Street.

BUDGET:

The proposed estimated budget is based on the approved price list within the City of Los Angeles contract, which includes prices per gallon for slurry as well as labor and equipment rates. Total project cost estimates are attached to this report:

FISCAL IMPACT:

The project has been included in the City's approved CIP FY 2022/23 budget. The contract amount of \$376,269.28 and contingency in an amount of \$75,253.86 will be funded with Measure A (Fund 117) and SB1 (Fund 109) with the approval of related interfund transfers to the CIP fund (182).

ATTACHMENTS:

1. Construction Contract
2. ST-105 Vicinity Map

**CITY OF COACHELLA
CONSTRUCTION CONTRACT**

**STREET PAVEMENT REHABILITATION PHASE 17
VISTA ESCONDIDA NEIGHBORHOOD SLURRY SEAL AND STRIPING IMPROVEMENTS
CITY PROJECT ST-105**

1. PARTIES AND DATE.

This Contract is made and entered into this 14th day of September, 2022 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and Petrochem Materials Innovation, LLC, a construction company with its principal place of business at 6168 Innovation Way, Carlsbad, CA 92009 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing the construction work as described in the scope of work, Attachment A, related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project:

License A – General Engineering Contractor.

2.3 Project. City desires to engage Contractor to render such services for Street Pavement Rehabilitation Phase 17 Project, City Project ST-105 (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a. Scope of Work & Schedule of Payment
- b. Location Areas
- c. Contractor’s Certificate Regarding Workers’ Compensation
- d. Public Works Contractor Registration Certification

- e. Payment and Performance Bonds
- f. City of Los Angeles Contract
- g. Project Cost Estimate

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in order set forth in the General Conditions. This contract shall supersede any prior agreements of parties.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract before December 15, 2022, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Attachment “A” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of \$3,000 per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be

uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Three Hundred Seventy-Six Thousand Two Hundred and Sixty-Nine Dollars and Twenty-Eight Cents (\$376,269.28)** provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its 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. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The

amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Attachment "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more

in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the

City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

- 3.10.3.3 Chronology of events and correspondence
- 3.10.3.4 Analysis of claim merit
- 3.10.3.5 Analysis of claim cost
- 3.10.3.6 Time impact analysis in CPM format

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures after Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible,

be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's 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. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent

contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

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

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, 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. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage; (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 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

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

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG 20 10 10 01 plus CG 20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 (2) 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 officials, employees, agents and authorized volunteers.

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

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

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond (Labor and Materials). Contractor shall execute and provide to City concurrently with this Contract a Payment Bond for one hundred percent (100%) of the Total Contract Price and in a form provided or approved by the City. No payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. Contractor shall execute and provide to City concurrently with this Contract a Performance for one hundred percent (100%) of the Total Contract Price and in a form provided or approved by the City. No payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the

City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Attachment "F" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any

employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

PMI, LCC
6168 Innovation Way
Carlsbad, CA 92009
Attn: Charles Hoffman

CITY:

City of Coachella
53990 Enterprise Way

Coachella, CA 92236
Attn: Andrew Simmons, City Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her

service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.15 Certification of License.

3.17.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

3.17.18 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

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

3.17.20 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties on the day and year above written.

CITY OF COACHELLA

PETROCHEM MATERIALS INNOVATION, LLC

By: _____
Gabriel Martin
City Manager

By: _____

Title: _____

Printed Name: _____

ATTEST:

By: _____
Andrea Carranza, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Carlos Campos, City Attorney

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella (hereinafter referred to as “City”) has awarded to Petrochem Materials Innovation, LLC (PMI), (hereinafter referred to as the “Contractor”) an agreement for Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105 (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated S, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **Three Hundred Seventy-Six Thousand Two Hundred and Sixty-Nine Dollars and Twenty-Eight Cents (\$376,269.28)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City’s option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella (hereinafter designated as the “City”), by action taken or a resolution passed September 14, 2022 has awarded to Petrochem Materials Innovation, LLC (PMI) hereinafter designated as the “Principal,” a contract for the work described as follows:

Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105 (the “Project”); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated September 14, 0222 (“Contract Documents”), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Three Hundred Seventy-Six Thousand Two Hundred and Sixty-Nine Dollars and Twenty-Eight Cents (\$376,269.28)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

ATTACHMENT A

SCOPE OF WORK

The basic scope of work for the project includes the following items:

CMS Message Boards (Placed 2 Weeks Prior)
 Resident Notification
 Dust Control and Stormwater Best Management Practices (BMP's)
 Installation and Maintenance of Proper Traffic Control
 Striping Removals (Complete and to Satisfaction of City)
 Street Sweeping/Cleaning (Including any Grease/Oil Spots)
 Speed Hump Construction & Signage
 Crack Cleaning & Filling
 Utility & Monument Masking
 REAS Slurry Application
 Striping (Thermoplastic)
 Post Sweeping of Ravel

The contractor shall supply all labor, material, and equipment to perform R.E.A.S slurry seal on designated neighborhood and residential streets upon an agreed schedule and as directed by the City of Coachella. The designated neighborhood includes Vista Escondida (+/-356,806 SF), which is located in the City of Coachella, California.

Materials, procedures, and payment terms is to be piggy-backed on the City of Los Angeles Contract Number ARC 40 59680 5 Amendment 08 Slurry, Premix R.E.A.S.

All traffic control is to be by contractor and shall be performed as approved by City of Coachella per approved traffic control plans and staging plans.

Contractor shall provide appropriate documentation identifying all striping and raised pavement marker removals and reinstallation for City Engineer approval, such work is included and will be performed by a contractor licensed in that work. Restripe shall be done per the appropriate documentation provided by the contractor and as "Tied-Out" in the field.

Dust Control and Stormwater BMPs shall be implemented to protect storm drain, retention basin drainage inlets and other structures, and shall be to the satisfaction of the City.

Unless otherwise stated or approved, the City will not be providing a yard or staging location, but the contractor will be allowed to stage his slurry tank and equipment within the work zone as long as it does not interfere with traffic or the residents' daily living.

A no-cost encroachment permit must be secured through the Engineering Division before work is started.

Contractor shall coordinate with the City/Coachella Water Authority for Construction Water and Meter. Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work, shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore.

Based on expected ambient temperatures in the City of Coachella, the work window is expected to start in the month of October and be completed within 30 Working Days (prior to the Thanksgiving Holiday if possible) after the Start date as listed on the notice to proceed. Anticipated application schedule is subject to change and or be modified by the City.

Special Notifications:

The Contractor shall coordinate his/her hours of operation and work with schools and their bus schedules, and bus stop locations that are located within the project area.

One (1) Portable Changeable Message Sign (PCMS) is required at each entrance (total 2) to the Vista Escondida/Escondida Pointe neighborhood located on Avenue 54 east of Cesar Chavez Street. They shall be placed two (2) weeks prior to the start of the crack cleaning, filling, and slurry application work and maintained throughout the construction period, unless otherwise approved by the City.

Notification to Residents:

The Contractor shall notify in person and with printed notification (in English and Spanish language), at least seven (7) working days prior to commencing work, to all agencies, firms, institutions, postal service, residents, hospital, Sun Bus, schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking.

The Contractor will be responsible for the notification of local residents and commercial operators on streets scheduled to receive a slurry seal. Said notification shall be accomplished by distributing individual notices to each occupied residential and commercial property no more than 72 hours prior and no less than 48 hours prior to the scheduled application time. The notification shall provide the date and time the work is to begin and finish, the name, address and phone number of the Contractor, and a brief description of the work to be completed. The proposed notice shall be submitted with the tentative sealing schedule for review and approval by the City Engineer before distribution.

The Contractor should note that the public schools are generally busy with traffic between 6:45 am to 8:15 am and from 1:45 pm to 3:20 pm on weekdays. Contractor shall coordinate with Sunline Bus and Local School districts for coordination or temporary relocation of any Bus Stops located within the project areas.

The Contractor shall coordinate with waste disposal collection companies, postal, and delivery services to ensure delivery of mail and other items.

Temporary “No Parking” signs shall be posted on Type I barricades (minimum) at least 48 hours, but no more than 72 hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed by the Contractor within 48 hours after the effective date.

The signs shall contain the day, date, hours and vehicle code that parking will be prohibited on that particular street, CVC 22651 L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

All coordination, traffic control devices, measures, and Message Boards shall be included in the Traffic Control Bid Item and No additional compensation shall be allowed. Notification and Traffic Control Measures shall be to the satisfaction of the City.

If work cannot be completed on the same day as scheduled, then this work shall be rescheduled in one to two weeks and the residents shall be notified that the work will not be completed as scheduled and re-notified of new work day promptly. All “NO PARKING” signs must be promptly removed. No more than two (2) rescheduled streets shall be scheduled for the same day and they shall be the first order of work for that day.

The Contractor will be responsible for providing the City with a Color Coded GIS style, PDF map of crack fill, slurry work and staging per City sample. Such map shall be included in the Notice to Residents and include the proposed dates of the work in each area.

Crack Cleaning, Filling, and Slurry Operations:

Prior to applying slurry seal, the Contractor shall clean the street surface with a power sweeper, remove all R.P.M.'s, abrasively grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate “ghosting” of the old striping and markings as the new slurry wears off over time. If previous striping is encountered below the existing slurry surface, it shall be

blacked out with black paint prior to the application of slurry. Striping removals shall be to the satisfaction of the City.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and blow cracks clean of weeds and debris using compressed air. The work shall be approved by the City prior to application of rubber crack sealant and or/or slurry. Full compensation for plant removal and crack cleaning as included in the Lump Sum cost for Crack Cleaning, and Filling.

Prior to applying slurry seal, all pavement cracks greater than or equal to 1/4" width shall be cleaned with a heat lance and sealed with Crafcro Polyflex Type III crack sealant, or approved equal per Subsection 201-3.7 "Type 'D' Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)". The Contractor should take note that all the streets within the limits may need crack treatment. It is the responsibility of the Contractor to perform a field review to determine which streets require the crack treatment. Cracks shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible material deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. **Cracks 1 inch in width and wider shall be filled with compacted pea-gravel and SS grade asphaltic emulsion or hot mix asphalt concrete as directed by the Engineer, so that the sealant does not exceed 1 inch in depth.** Where cracks already have sealant Contractor shall inspect the quality and repair as necessary as directed by the Engineer. Repair shall include removing the material and re-applying. Rubberized Crack Seal and asphalt pavement repairs adjacent to cross gutters, spandrels and repair of pot holes is included in the work.

No slurry seal material may be placed until after the crack seal material has been in place for a minimum of two (2) full calendar days. Crack sealant shall be applied with a wand, such that excess material is not remaining at the crack surface after sealing. Immediately remove crack treatment material that is spilled or deposited on the pavement surface. Before opening to traffic, apply sand or the manufacturer's recommended tack removal agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic. Payment for crack cleaning & sealing shall be included unit price bid per **Lump Sum (LS)** Bid Item for Crack Cleaning & Filling.

Prior to the application of the slurry, the contractor shall burn, scrape, brush, and seal all oils stains in the roadway and parking areas. Stain removal shall be to the satisfaction of the City. Contractor shall "mask" and protect all visible Manholes, Water Valves, Monuments, or other known utilities in the roadway. Such masking shall be removed upon completion of the slurry application.

Contractor shall supply and install Pre-Mixed Type II Rubber Emulsified Aggregate Slurry (REAS).

The application of REAS slurry shall not commence until after 8:00 a.m. and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture has achieved sufficient cure time to be opened to traffic.

The Contractor shall “mechanically” sweep any raveled material on the street Two (2) weeks after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted or increased until the raveling reaches a level of acceptability as determined by the City. If raveling continues after the streets have been swept, the City reserves the right to have the roads re-slurried by the Contractor at no cost to the City. Raveling can be identified by the presence of “black pebbles” in the gutter.

Type II Rubberized Emulsified Asphalt Slurry (REAS) will be measured for payment and paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 09 Slurry. Payment for slurry seal includes full compensation for constructing the slurry seal, complete in place, including testing for and furnishing the mix design, cleaning the surface, protecting utilities, masking, furnishing construction water, street sweeping, application of REAS Slurry, clean-up, and protecting the seal until it has set. **Slurry application shall be to the satisfaction of the City.**

Construction of Speed Humps:

Construction of Speed Humps shall be in accordance with City of Coachella Std. Drawing S-32. An Asphalt tack coat shall be applied to the existing asphalt surface prior to the installation and construction of the asphalt speed hump. Asphalt shall consist of 3/8” PF. 10 or approved equal. Contractor shall submit mix designs within 10 days after Notice of Award. Speed Humps will be paid at a unit price of **EACH (EA)**.

Removal and Replacement of Striping:

Prior to applying slurry seal, the Contractor shall clean, the street surface with a power sweeper, remove all R.P.M.’s, abrasive grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces.

The removal of traffic pavement markings shall be accomplished by grinding. Sand-blasting shall be used with prior City approval only. A minimum of 3 passes with the grinder, per stripe, or as required and approved by the City. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove existing striping, as approved by the City.

Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method. However, if the existing striping has been previously covered with slurry, and is too deep to fully remove, the contractor may cover the existing sub-slurry striping with black paint or asphalt emulsion as approved by the City.

Contractor shall immediately sweep up striping removals prior to relocating to the next striping removal location. It shall be the responsibility of the contractor to properly and legally dispose of the residue from removal of striping and pavement markings.

Striping removal and replacement shall include all Stop Bars and Legends, Speed Hump or Bump Markings, Speed Hump Chevrons or markings, Center Lines, and all or any existing pavement markings, legends, and/or striping.

Payment for removal of traffic stripes and pavement marking in the areas to be slurry sealed shall be included in the Unit Price bid per **Lump Sum (LS) for Remove and Replace Existing Striping in Thermoplastic** and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as required in the Specifications. **Striping removals shall be to the satisfaction of the City.**

All new striping markings and lines shall be installed in “Thermoplastic” and conform to current standards and installed per manufacturer’s recommendations. All Thermoplastic Striping shall be installed no later than seven (7) calendar days after slurry application of the entire tract has been completed. Remove and replacement of speed humps striping is included. All street sweeping needed for performance of the contract is included.

A blue RPM shall be placed in the street at each fire hydrant location within the slurry limits as per the direction of the City.

Payment for **Remove and Replace Existing Striping in Thermoplastic** shall be considered as included in the **LUMP SUM (LS)** as noted in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications.

Mobilization:

Mobilization shall conform to the provisions in Section 9-3.4, “Mobilization” of the Standard Specifications. Mobilization includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; Storm Water, Dust Control, and all environmental compliance, and for all other work and operations which must be performed or costs incurred prior to beginning work on the

various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

Mobilization shall be paid for at the contract **LUMP SUM (LS)** basis as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project cleanup is completed to the satisfaction of the City.

See attached City of Los Angeles Contract ID 59680 Slurry, Premix R.E.A.S.

SCHEDULE OF PAYMENT

Contractor will be paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 09 Slurry, Premix R.E.A.S. See Attachment B.

Contractor will be paid for mobilization, traffic control, crack sealing and striping per Lump Sum per the Bid Schedule and Estimate from PMI attached as Attachment C.

All Prevailing Wage, Per Diem, home office, profit and overhead, and subcontractor costs are included in the amount of this contract.

Total amount of contract is estimated at Three Hundred Seventy-Six Thousand Two Hundred and Sixty-Nine Dollars and Twenty-Eight Cents (\$376,269.28).

Quantity Adjustments will be accounted for in a Contract Quantity Adjustment Change Order. Change Order shall be issued upon completion of the work and verification of the final quantities installed.

CITY OF LOS ANGELES

Item 25.

City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 59680 13	Slurry, Premix R.E.A.S.	
Contract Dates	Payment Terms	Delivery Days ARO
11-24-20 to 12-31-22	1% Net 30	1
Central Purchasing	Vendor	Bill To
Contact: Martha Medina Phone: (213) 928-9536 E-mail: Martha.Medina@lacity.org	000034616 PETROCHEM MATERIALS INNOVATION,LLC 6168 INNOVATION WAY CARLSBAD, CA 92009	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Reason for Modification

Administrative Change to upload signed Amendment 7, Renewal option 5 of 5. mmm

Renewal Period Options

Option	Effective Date	Expiration Date
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Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type I	GLL	\$2.4900		
Extended Description: Premix, Rubberized Emulsion, Aggregate Slurry, Type I:						
Slurry made in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
Prices reflect asphalt prices at 1/1/2016 to \$355/ton (liquid)						
2	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type II	GLL	\$2.1100		
Extended Description: Premix, Rubberized Emulsion, Aggregate Slurry, Type II:						
All in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
3	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type III	GLL	\$2.0100		
*** THIS LINE IS NOT ACTIVE ***						
Extended Description: Premix, Rubberized Emulsion Aggregated Slurry, Type III						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %
4	30121400	Service, Regular Time Labor only (application of Central Pla	HUR	\$95.0000	
<p>Extended Description: SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Regular rate: \$ 95.00</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>					
5	30121400	Service, Overtime Labor only (application of Central Plant M	HUR	\$142.0000	
<p>Extended Description: SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Overtime rate: \$ 142.50</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>					
6	721417	Rental, Service/Haul Trucks (Bare)	DAY	\$200.0000	
<p>Extended Description: Rental, Service/Haul Trucks (Bare)</p> <p>DAILY, WEEKLY & MONTHLY RENTAL RATES: (Bare) Daily: \$200.00 Minimum rental time: 1 Day Number of units available: 9</p>					
7	721417	Rental, Application Trucks (Bare).	HUR	\$252.0000	
<p>Extended Description: APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: Within the City of Los Angeles, City Limits</p> <p>Hourly: \$252.00 Overtime: \$252.00 Sunday/Holiday: \$252.00</p> <p>**Minimum rental time: 4 Hours** Number of units available: 22</p> <p>APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: NOT Within the City of Los Angeles, City Limits Hourly: \$252.00</p>					
8	721417	Job Tankers, for delivery of Premix, R.E.A.S in trailer moun	EA	\$550.0000	
<p>Extended Description: Job Tankers, for delivery of Premix, R.E.A.S. in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>JOB TANKER: As needed Delivery of Premix, R.E.A.S in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>\$600 Per Load</p>					
9	301216	Asphalt Binder, Heavy Traffic, Structurally Modified Binder	STN	\$800.0000	
<p>Extended Description: Heavy Traffic Binder: Structurally Modified Binder PG 76-10 (City of Los Angeles Custom Mix)</p> <p>Specifications as called in Attachment LP-FEV 4672, as provided by GSD Bureau of Standards.</p>					

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %
10	78121603	Delivery, Trucking to AP1 Asphalt Binder, PG 76-10	STN	\$17.0000	
<p>Extended Description: Delivery, Trucking to Asphalt Plant 1 of Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).</p> <p>Delivery, Trucking to Asphalt Plant I of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG-10.</p>					
11	78121603	Delivery, Trucking - AP2, Asphalt Binder, PG 76-10	STN	\$19.0000	
<p>Extended Description: Delivery, Trucking to Asphalt Plant II Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).</p> <p>Delivery, Trucking to Asphalt Plant II of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG 10.</p>					
12	721417	Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not	SMI	\$3.0000	
<p>Extended Description: Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not within the City of L.A., (price to include delivery fee and mileage from PMI's shipping Plant).</p> <p>For any location outside the City of L.A., delivery change from PMI Shipping Plant</p> <p>\$3.00 per mile (\$600.00 Minimum)</p> <p>For any location outside the City of L.A., delivery change from PMI Shipping Plant \$3.00 per mile (\$600.00 Minimum)</p>					
13	301216	Fine Aggregate Slurry Mix: Premixed REAS.	GLL	\$3.0000	
<p>Extended Description: Fine Aggregate Slurry Mix: Premixed REAS.</p> <p>Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.</p>					
14	721417	Pump Rental, Specialized Slurry Pump, (pump capable of 250	DAY	\$500.0000	
<p>Extended Description: Pump Rental, Specialized Slurry Pump.</p> <p>(Pump capable of 250 gallons centralized mix slurry/minute).</p> <p>DAILY RENTAL RATES:</p> <p>Daily: \$500.00</p> <p>Minimum rental time: 1 day</p> <p>Number of units available: 12</p>					
15	78121603	Delivery, Trucking (common carrier) AP1, Asphalt, Hvy Bndr	STN	\$17.0000	
<p>Extended Description: Delivery, Trucking (common carrier) to Asphalt Plant I of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix)</p> <p>Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.</p>					
16	78121603	Delivery, Trucking (common carrier) to AP2 of Asphalt, Heavy	STN	\$19.0000	
<p>Extended Description: Delivery, Trucking (common carrier) to Asphalt Plant II of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix).</p> <p>Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.</p>					

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %
17	721116	Plant Opening	EA	\$1,500.0000	
Extended Description: Plant Opening: For, Saturday, Sunday or Holidays					
Saturday \$ 1,500					
Sunday \$ 1,500					
Holiday \$ 1,500					
18	801116	Per Diem for Los Angeles.	DAY	\$150.0000	
Extended Description: Per Diem for Temp Los Angeles personnel					
19	721417	Rental, Storage Tank Portable for Jobsite Work.	DAY	\$1,000.0000	
Extended Description: Rental, Storage Tank Portable for Jobsite Work.					
PORTABLE STORAGE TANK RENTAL:					
DAILY, RENTAL RATES:					
Daily: \$ 1,000.00					
Minimum rental time: 1 Day					
Number of units available: 5					
20	721417	Rental, Slurry Box	DAY	\$250.0000	
Extended Description: SLURRY BOX RENTAL:					
DAILY, RENTAL RATES:					
Daily: \$ 250.00					
Minimum rental time: 1 Day					
Number of units available: 5					
21	721417	Rental, Delivery, Tanker - Bare, each load.	EA	\$200.0000	
Extended Description: TANKER (Bare) DELIVERY, RENTAL:					
DAILY, RENTAL RATES:					
\$ 200.00 per load					
Number of units available: 28					
22	801116	Labor, Posting & Notifying Affected Traffic Disruptions	HUR	\$0.0100	
*** THIS LINE IS NOT ACTIVE ***					
Extended Description: NOTE: THIS LINE IS BEING REPLACED BY LINES 26 (REG.RATE) & LINES 27 (OVERTIME RATE)					
LABOR:					
Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.					
Regular rate: \$95.00					
Overtime rate: \$142.50					
Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.					

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %
23	551215	Hangtag/Doorknob Notices of Affected Traffic Disruptions	EA	\$0.3000	
Extended Description: HANG TAG NOTICES: \$0.30 Per Hang Tag Notice \$300.00 Minimum per job = (1,000 hang tags)					
24	55121710	Traffic Control, To furnish, place/maintain traffic signage,	DAY	\$1,500.0000	
Extended Description: Traffic Control, To furnish, place/maintain traffic signage, excluding electronic, of affected areas, (NO LABOR INVOLVED).					
25	721417	Rental, Sweeper, Mobile Units.(only if no showCity Sweepers)	HUR	\$0.0100	
*** THIS LINE IS NOT ACTIVE *** Extended Description: NOTE: THIS LINE IS BEING REPLACED BY LINES 28 (REG.RATE), LINES 29 (OVERTIME RATE) & LINES 30 (SUNDAY & HOLIDAY) HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00 Overtime Rate Hourly: \$ 300.00 Sunday/Holiday Rate Hourly: \$ 400.00 Minimum rental time: 8 Hours Number of units available: 2					
26	801116	Labor, Reg .Rate, Posting & Notify Affected TrafficDisrupt	HUR	\$95.0000	
Extended Description: NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (REG.RATE)LABOR: Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached. Regular rate: \$95.00 Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.					
27	801116	Labor, Overtime Rate, Posting & Notify Affected Traffic	HUR	\$142.5000	
Extended Description: NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (Overtime Rate) LABOR: Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached. Overtime rate: \$142.50 Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.					
28	721417	Rental, Sweeper, Mobile Unit, Regular rate	HUR	\$200.0000	
Extended Description: NOTE: THIS LINE REPLACES LINES 25 (REG.RATE), Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up. HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00 Minimum rental time: 8 Hours Number of units available: 2					

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %
29	721417	Rental, Sweeper, Mobile Units, Overtime Rate.	HUR	\$300.0000	
Extended Description: NOTE: THIS LINE REPLACES LINES 25 (OVERTIME RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up. HOURLY RENTAL RATES: Overtime Rate Hourly: \$ 300.00 Minimum rental time: 8 Hours Number of units available: 2					
30	721417	Rental, Sweeper, Mobile Units, Sunday/ Holiday Rate.	HUR	\$400.0000	
Extended Description: NOTE: THIS LINE REPLACES LINES 25 (Sunday & HOLIDAY RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up. HOURLY RENTAL RATES: Overtime Rate Hourly: \$ 400.00 Minimum rental time: 8 Hours Number of units available: 2					
31	30121601	1781 Slurry, Pilot Program	GLL	\$2.1100	
Extended Description: Pilot Program: 1781 Slurry					
32	30121601	Cold in Place Recycling, CIR, Pilot Program	GLL	\$3.6500	
Extended Description: Pilot Program: CIR					
33	30121601	Reclaimed Asphalt Pavement RAP, Central Mixed Slurry, Pilot	GLL	\$2.0100	
Extended Description: Pilot Program: Reclaimed Asphalt Pavement RAP, Centrally Mixed Slurry					
34	30121601	Emulsion, Cold Patch, Modified Emulsion, Pilot Program	GLL	\$3.6500	
Extended Description: Pilot Program: Emulsion Cold Patch, Modified Emulsion					
35	30121601	Premix, REAS, Type II (76-22 Binder)	GLL	\$2.3500	
Extended Description: Premix, Rubberized Emulsion Aggregate Slurry, Type II(76-22 Binder)					
36	30121601	1781-LA (76-22 Binder)	GLL	\$2.3000	
Extended Description: 1781-LA (76-22 Binder)					
37	721417	Rental, Pneumatic Rubber Tire Roller	DAY	\$500.0000	
Extended Description: Rental, Pneumatic Rubber Tire Roller					
38	78121603	Delivery Fee, Job Trailer for delivery of Equipment	EA	\$600.0000	
Extended Description: Delivery Fee, Job Trailer for delivery of Equipment to any location within the City of Los Angeles					

Authorized By _____

Annual Requirements Contract Clauses, Terms, and Conditions

Item 25.

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

CONTRACT COMMENTS

Document ID 59680	Document Phase Final	Document Description Slurry, Premix R.E.A.S.	Page 8 of 11	<i>Item 25.</i>
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INTENTIONALLY LEFT BLANK TO ADD CLAUSES AND COMMENTS.

Document ID 59680	Document Phase Final	Document Description Slurry, Premix R.E.A.S.	Page 9 of 11	<i>Item 25.</i>
Procurement Analyst: Martha Medina E-mail address: Martha.Medina@lacity.org		Phone Number: 213-928-9536 Fax Number: 213-928-9511		

Requirements Contract for: ****Slurry, Pre-Mix R.E.A.S. **** Award No. 59680

Payment Terms: 1.88% net 30 days Delivery: 1 Days ARO RFQ No.:EV4672 Previous Contract: 59180

Renewal Options: 5 Option Date 1 = --/--/-- Option Date 2 = --/--/-- Option Date 3 = --/--/--
Options Granted: 0 Option Date 4 = --/--/-- Option Date 5 = --/--/--

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number EV4672, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACT:

Contact Person: Frank B. Hoffman, Title: C. F. O.
Telephone No.: 760-603-0961
Fax No.: 760-603-0962
E-Mail Address: frank@pmitechnology.com
24 Hour Contact No.: 760-271-0197

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract. The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION:

The City reserves the right to renew this contract for 5 additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility

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bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent. ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:
Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

AUTHORIZED DISTRIBUTOR/DEALER:

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

INSURANCE:

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

Document ID	Document Phase	Document Description	Page	Item 25.
REPRESENTATIVE SAMPLE TESTING:	REPRESENTATIVE SAMPLE TESTING:	Representative samples may be taken from each delivery and tested for compliance with specifications.	11	
35000	REPRESENTATIVE SAMPLE TESTING:	Representative samples may be taken from each delivery and tested for compliance with specifications.	11	

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

SALES/USE TAX PAID DIRECTLY TO STATE:

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

REPRESENTATIVE SAMPLE TESTING:

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

SALES/USE TAX PAID DIRECTLY TO STATE:

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

CITY OF LOS ANGELES CALIFORNIA

Item 25.

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

June 7, 2022

Petrochem Manufacturing, Inc.
6168 Innovation Way
Carlsbad, CA 92009

**SUBJECT: CITY LOS ANGELES SUPPLY CONTRACT 59680 - AMENDMENT 9
SLURRY, PREMIX R.E.A.S.**

The following price changes are effective June 6, 2022:

Line	Description	Old Price	New Price
1	Premix REAS Type I	\$2.72/gallon	\$2.84/gallon
2	Premix REAS Type II	\$2.26/gallon	\$2.34/gallon
3	Premix REAS Type III	\$2.26/gallon	\$2.34/gallon


This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Martha Medina, at 213-928-9536, or via e-mail to Martha.Medina@lacity.org.

Tony M. Royster
General Manager and
City Purchasing Agent

By: 
Supply Services Manager

Approved as to Form
Michael N. Feuer
City Attorney

By: 
Kimberly Miera
Deputy City Attorney





Item 25.

City of Coachella

Summary of Estimate Charges
 Central Mix Type REAS II
 Vista Escondida Estimate

Quote no:

22-78

QTY U/M Unit Price Days Total

Vista Escondida

*Material Type II REAS	38,565	GAL	\$2.34	5	\$90,242.10
*Freight (\$3/Mile – 272 miles) \$816/per load	15	LOAD	\$816.00		\$12,240.00
1 Applicator Trucks (\$2016/per truck)8hr/day	80	HR	\$252.00		\$20,160.00
6 Tanker Rental	15	LOAD	\$200.00		\$3,000.00
6 Service Haul Trucks	30	EA	\$200.00		\$6,000.00
Slurry Box	5	EA	\$250.00		\$1,250.00
Slurry Pump	5	EA	\$500.00		\$2,500.00
Sevice Labor crew\$95/PP/Day (PostNotify, Driver, Pumper,Operator, Squeegees)	456	HR	\$95.00		\$43,320.00
Per Diem =(\$150 per day / per person) 12/pp	60	DAY	\$150.00		\$9,000.00
Supervior	5	DAY	\$1,000.00		\$5,000.00
Traffic Control equipment	5	DAY	\$1,500.00		\$7,500.00
Door Hangers	1	LS	\$300.00		\$300.00
Sweeping (Subcontract)	56	HR	\$200.00		\$11,200.00
2 CMS Broads	2	EACH	\$1,580.00		\$3,160.00
Crackseal & Sealing (Sub. Roadworks)	1	LS	\$83,581.00		\$83,581.00
Striping Thermo (Sub. Cal-Stripe)	1	LS	\$28,993.00		\$28,993.00
Asphalt Repairs (Koch General)	1	LS	\$36,056.00		\$36,056.00
Project Bonds	1	LS	\$3,800.00		\$3,800.00
Subtotal:					\$367,302.10
Estimate good through 12/31/2022			Sales Tax*	8.75%	\$8,967.18

Total Estimated Charges (Included sales Tax) \$376,269.28

Prices Includes: Type II Central Mix REAS, bonds, transportation, equipment and labor for application of the material, covering manholes and water valves, post and notifying, traffic control per WATCH BOOK, installing 6 speed humps, sweeping. Removals of thermos striping and installation of thermo restriping, Crack-sealing (1/4”-1” Wide), signage and 2 CMS boards

Prices Excludes: Traffic control plans, No Weed kill and/or asphalt digouts.

The foregoing quotation is subject to all the Terms and conditions and pricing are in accordance with the Price Agreement no.1530 and the City of Los Angeles Contract No. 59680 Amendment 08 dated March 9, 2022

Name: Vicki Nguyen Signature: Date: 8/8/2022

ATTACHMENT E

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

ATTACHMENT F

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



STAFF REPORT
9/14/2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with Three Peaks Corp in the amount of \$624,310.21 and an amount of \$62,431 for contingency for the construction of the Bagdouma Court Improvements– City Project P-21, CDBG Project No. 4.CO.24-20.

STAFF RECOMMENDATION:

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

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant, whereby the City elected to participate with the County and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

On October 14, 2020, City Council adopted Resolution 2020-60 approving a Supplemental Agreement with the County of Riverside for use of Community Development Block Grant (CDBG) funds for the Bagdouma Basketball Courts Rehabilitation Project. The Project will improve 2 existing full size and 2 existing half size basketball courts at Bagdouma Park and add a tennis court and 2 pickle ball courts. The Project will also include ADA access, drainage and seating improvements.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On August 11, 2022, the City issued the Notice Inviting Bids with a non-mandatory job walk held on August 17, 2022. The project bid opening was held on September 7, 2022 at 2:00 pm, with two companies submitting bids for this project. The bid opening results are listed below:

Company Name:	City:	Bid Amount:
Three Peaks Corp	Calimesa	\$624,310.21
Desert Concepts Construction	Indio	\$901,933.00

This total project cost includes the base bid and three add alternative bid items. The three add alternative items include court LED lighting improvements, court windscreen fencing and additional grouted rip-rap for the retention basin. Staff has reviewed the bids and has determined that Three Peaks Corp is the lowest responsive, responsible bidder.

FISCAL IMPACT:

This item will have no fiscal impact since finding is approved in the FY 22/23 Budget. Construction contract and contingencies are within the appropriated budget funded from Fund 210 (CDBG). Council approves applicable transfers from Fund 210 to Fund 182 (CIP).

ATTACHMENT(S):

1. Construction Contract – Three Peaks Corp
2. Bid Summary – P-21

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this ___ day of _____, _____, by and between 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, sometimes hereinafter called the "City" and Three Peaks Corp, a Corporation, with its principal place of business at PO Box 101, Calimesa, CA 92320, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**BAGDOUMA PARK COURT IMPROVEMENTS
CITY PROJECT NO. P-21
CDBG Project No. 4.CO.24-20**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **75 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Six Hundred Twenty-Four Thousand Three Hundred Ten Dollars and Twenty-One Cents (\$624,310.21)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the

Contractor will pay the City the sum of **\$1,500.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.sam.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

ARTICLE 10. SPECIAL FEDERAL REQUIREMENTS

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized

representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA20220025

Modification Number: _____

Date: 08/19/2022

4. **Section 3 Compliance:** The Contractor hereby acknowledges that this federally funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 75] and agrees to the following:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in

violation of the regulations in 24 CFR Part 75.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and 2 CFR Part 200. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. **Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension** (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise

excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

THREE PEAKS CORP

By: _____
Gabriel Martin
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

By: _____

ATTEST:

Its: _____

By: _____
Andrea Carranza, City Clerk

Printed
Name: _____

APPROVED AS TO FORM:

By: _____

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed
Name: _____

941528 A, B, C-10, C-33
Contractor's License Number and
Classification

1000008140
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Bid Summary

Bagdouma Court Improvements Project CITY OF COACHELLA BID OPENING: September 7, 2022				Engineer's Estimate		Three Peaks Corp		Desert Concepts	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 27,400.00	\$ 27,400.00	\$ 45,000.00	\$ 45,000.00
2	Dust Control/Best Management Practices (BMP's)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 17,800.00	\$ 17,800.00	\$ 38,000.00	\$ 38,000.00
3	Traffic Control/Site Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,500.00	\$ 15,500.00	\$ 10,000.00	\$ 10,000.00
4	Removals	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 38,200.00	\$ 38,200.00	\$ 25,000.00	\$ 25,000.00
5	Cold Mill AC Surfacing (2" Min) to Expose Concrete Subsurface	28622	SF	\$ 1.00	\$ 28,622.00	\$ 0.79	\$ 22,611.38	\$ 2.50	\$ 71,555.00
6	Asphalt Concrete Surfacing (2" PG 64-10PM, 1/2" Max Medium	28622	SF	\$ 3.75	\$ 107,332.50	\$ 4.00	\$ 114,488.00	\$ 7.50	\$ 214,665.00
7	Conc. Sidewalk over 2" Sand & 10 Mil Plastic (D)	578	SF	\$ 15.00	\$ 8,670.00	\$ 14.00	\$ 8,092.00	\$ 14.50	\$ 8,381.00
8	Curb Ramp, Case B, Type 1	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 8,500.00	\$ 8,500.00
9	Concrete Flume w/Curb over 6" CL 2 Aggregate Base	240	LF	\$ 50.00	\$ 12,000.00	\$ 185.00	\$ 44,400.00	\$ 68.00	\$ 16,320.00
10	Concrete Type D Curb (6") over 6" CL 2 Aggregate Base	24	LF	\$ 40.00	\$ 960.00	\$ 67.00	\$ 1,608.00	\$ 85.00	\$ 2,040.00
11	Chain Link Fence (10' H)	166	LF	\$ 55.00	\$ 9,130.00	\$ 98.00	\$ 16,268.00	\$ 140.00	\$ 23,240.00
12	Repair, Modify Chain Link Fence	1	FA	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
13	Rolling Chain Link Gate (6' x10')	4	EA	\$ 800.00	\$ 3,200.00	\$ 1,900.00	\$ 7,600.00	\$ 1,200.00	\$ 4,800.00
14	Grouted Arizona Cobble Riprap (4"-12")	1,845	SF	\$ 6.00	\$ 11,070.00	\$ 18.75	\$ 34,593.75	\$ 12.00	\$ 22,140.00
15	Decomposed Granite Surface Cover (3")	1,535	SF	\$ 3.00	\$ 4,605.00	\$ 2.90	\$ 4,451.50	\$ 4.50	\$ 6,907.50
16	Furnish and Install Metal Handrail	58	LF	\$ 60.00	\$ 3,480.00	\$ 125.00	\$ 7,250.00	\$ 220.00	\$ 12,760.00
17	Furnish and Install Steelcraft Basketball Post Model No. LA-12C44, with White Backboard Model No. LA-01, Heavy Duty Basketball Rim Model No. LA-45, and Super Nylon Net Model No. LA-34, or Approved Equal	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 6,000.00	\$ 30,000.00	\$ 4,500.00	\$ 22,500.00
18	Furnish and Install 8' Black Recycled Plastic Bench with In-Ground Mounts Model No. LA-1113-08 M1, or Approved Equal	8	EA	\$ 1,500.00	\$ 12,000.00	\$ 4,300.00	\$ 34,400.00	\$ 3,200.00	\$ 25,600.00
19	Furnish and Install Steelcraft Tennis Court Net Model No. LA-53LS, Tennis Post Set Model No. LA-TP3-2ZT, Tennis Net Anchor Model No. LA-NTCA, and Center Tie Down Strap Model No. LA-CTDS, or Approved Equal	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,900.00	\$ 4,900.00	\$ 1,300.00	\$ 1,300.00

Bid Summary

20	Furnish and Install Steelcraft Pickleball Court Net Model No. LAPB-NC, Pickleball Post Set Model No. LA-PBP3-BG, or Approved Equal	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 3,100.00	\$ 6,200.00	\$ 3,000.00	\$ 6,000.00
21	Sports Court Surfacing and Striping	28,622	SF	\$ 3.50	\$ 100,177.00	\$ 1.64	\$ 46,940.08	\$ 8.50	\$ 243,287.00
22	Remove Electrical Panel & Furnish and Install Service Panel, Myers USPD60 or Approved Equal, Tan Color w/200A Panel Board & Lighting Timer and reconnect conductors	1	SEA	\$ 3,000.00	\$ 3,000.00	\$ 17,500.00	\$ 17,500.00	\$ 12,000.00	\$ 12,000.00
23	Remove Parking Lot Striping, Markings & Signage	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00
24	Parking Stall Striping & Signing (ADA & Standard Stall)	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
Base Bid Total					\$ 410,046.50		\$ 514,802.71		\$ 831,995.50
A-1	Retrofit Court Lighting Fixture (Luminaire) w/GenPro Advanced Technologies LED Unti S300-65W & LED Bulb or Approved Equal	24	EA	\$ 2,000.00	\$ 48,000.00	\$ 1,225.00	\$ 29,400.00	\$ 500.00	\$ 12,000.00
A-2	Paint Light Posts & Heads (Green)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00
Additive Alternative A Total					\$ 52,000.00		\$ 41,400.00		\$ 15,000.00
B-1	Furnish and Install Court Fence Windscreen (Tan)	6,450	SF	\$ 1.50	\$ 9,675.00	\$ 2.10	\$ 13,545.00	\$ 1.75	\$ 11,287.50
Additive Alternative B Total					\$ 9,675.00		\$ 13,545.00		\$ 11,287.50
C-1	Grouted Arizona Cobble Riprap (4"-12")	2,910	SF	\$ 6.00	\$ 17,460.00	\$ 18.75	\$ 54,562.50	\$ 15.00	\$ 43,650.00
Additive Alternative C Total					\$ 17,460.00		\$ 54,562.50		\$ 43,650.00
			Sub-Total:		\$ 489,181.50		\$ 624,310.21		\$ 901,933.00